Agenda
Regular Meeting and Public Hearing
Revised July 26, 2022

July 26, 2022
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. **INVOCATION | Charlie Kennedy**
3. **PLEDGE OF ALLEGIANCE**
4. **INFORMATION ONLY (No Board Action Required)**
    1. Leaves for July 26, 2022
    2. Year-to-Date Financial Statements Through May 31, 2022
    3. Year-to-Date Charter School Financial Statement Summary Through May 31, 2022
5. **RECOGNITIONS**
    1. MCR Health Gratitude Award
    2. Bishop Parker Foundation
6. **APPROVAL OF THE AGENDA**
    1. Agenda Amendments - updated July 26, 2022
7. **PUBLIC HEARING**
    1. Public Hearing on the Proposed Changes to the Student Progression Plan for the 2022-2023 School Year
    2. Approval of the 2022-2023 Student Progression Plan for Elementary School, Middle School, High School, and K-12 Virtual Education
    3. Public Hearing on the Proposed Changes to the Code of Student Conduct for the 2022-2023 School Year
    4. Approval of Adopting Amendments to the Code of Student Conduct for the 2022-2023 School Year
    5. Public Hearing 2022-2023 Tentative Millage and Tentative Budget - updated July 21, 2022

6. Approval of Adopting the 2022-2023 Tentative Millage Rate of 6.5220 - updated July 21, 2022

7. Approval of Adopting the 2022-2023 Tentative Budget, in the Amount of $1,138,000,908 - updated July 21, 2022

8. APPROVAL OF MINUTES

1. Approval of the Minutes of the June 23, 2022 Exempt Shade Meetings and Workshop and the June 28, 2022 Board Meeting

9. REPORTS AND PRESENTATIONS

1. Using the Referendum to Expand Opportunities for Students Through the Arts

2. Construction Update

10. CONSENT ITEMS

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

1. Approval of the Renewal Agreement Between the School Board of Manatee County and InFocus Family Eyecare, LLC for Clinical Experience for Manatee Technical College (MTC) Optometric Assisting Students for the 2022-2025 School Years, No Financial Impact

2. Approval of the Renewal Agreement Between the School Board of Manatee County and SHI-II SLD Lakewood Ranch, LLC d/b/a The Sheridan at Lakewood Ranch for Clinical Experience for Manatee Technical College (MTC) Nursing Students for the 2022-2025 School Years, No Financial Impact

3. Approval of the new Agreement Between the School Board of Manatee County and Cortes Family Physicians, P.A. for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2022-2025 School Years, No Financial Impact

4. Approval of the Manatee Technical College (MTC) 2022-2023 Student Handbook Code of Conduct, No Financial Impact

5. Approval of the Manatee Technical College (MTC) Career Dual Enrollment Articulation Agreement for the 2022-2023 School Year

6. Approval of the Charter School Dual Enrollment Articulation Agreement with Manatee Technical College (MTC) for the 2022-2023 School Year

7. Approval of the Home Education and Private School Dual Enrollment Articulation Agreement with Manatee Technical College (MTC) for the 2022-2023 School Year

8. Approval of the New Agreement Between the School Board of Manatee County and Meals on Wheels Plus of Manatee County, for On-The-Job Training for Exceptional Student Education Students for June 2022-June 2025, No Financial Impact

9. Approval to Apply, Accept, and Expend the 2022-2023 Perkins V Postsecondary Grant, in the Amount of $261,265.00

10. Approval of the Second Amendment to the Memorandum Of Understanding (MOU) Between the City of Bradenton Police Department 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

11. Approval to Purchase Certiport Subscriptions, SDMC No. 23-0053-BS, Continued

Procurement with Vendor, Estimated in the Amount of $200,000.00

12. Approval to Purchase Haas Machinery, Installation and Services, SDMC No. 23-0054-BS, Continued Procurement with Vendor, Estimated in the Amount of $100,000.00
13. Approval to Purchase Advanced Manufacturing Equipment and Software from Matik USA, Inc, SDMC No. 23-0058-BS, Estimated in the Amount $125,000.00
14. Approval to Accept Funds and Renew the Letter of Agreement Between the District School Board of Putnam County on Behalf of the North East Florida Educational Consortium (NEFEC) and the School District of Manatee County for Reimbursement July 1, 2022 through June 30, 2023, Not to Exceed $100,000.00
15. Approval of the Renewal Memorandum of Understanding (MOU) Between Florida Department of Health, Manatee County Health Department and the School District of Manatee County for the 2022-2023 School Year, No Financial Impact
16. Approval to Purchase Literacy Footprints, SDMC No. 23-0033-BS, Continued Procurement with Vendor, Estimated in the Amount of $300,000.00
17. Approval of the Purchase of TeachTown Curriculum Licenses, SDMC No. 23-0059-BS, Continued Procurement with Vendor, Estimated in the Amount of $350,000.00
18. Approval to Purchase NoRedInk Licenses and Services, SDMC No. 23-0061-BS, Estimated in the Amount of $175,000.00
19. Approval to Apply, Accept and Expend the Enhancing School Capacity to Address Youth Violence Grant, in the Amount of $609,799.99
20. Approval to Apply, Accept and Expend Title IV, Part A, Student Support and Academic Enrichment Grant Funds for the 2022-2023 School Year, in the Amount of $1,004,190.25
21. Approval of Buffalo Creek Middle School - Classroom Wing and Media Addition - Agreement Between Owner and Skanska USA Building, Inc. - Amendment 3 - Guaranteed Maximum Price, in the Amount of $9,040,686.00 for a Total Guaranteed Maximum Price of $10,806,562.00
22. Approval of Oneco Elementary School Renovations - Agreement Between Owner and Zyscovich, LLC., in the Amount of $1,678,768.00
23. Approval of Oneco Elementary School Renovations - Agreement Between Owner and Charles Perry Partners, Inc. - Preconstruction Services, in the Amount of $72,800.00
24. Approval of Haile Middle School - Classroom Addition and Renovation - Agreement Between Owner and Halfacre Construction Company - Preconstruction Services, in the Amount of $100,000.00
25. Approval of Haile Middle School - Classroom Addition and Renovation - Agreement Between Owner and Long and Associates Architects|Engineers, Inc., in the Amount of $2,059,250.00
26. Approval of Tara Elementary School - Renovations - Agreement Between Owner and Sweet Sparkman Architects, Inc., in the Amount of $1,966,079.00
27. Approval of Tara Elementary School - Renovations - Agreement Between Owner and Creative Contractors, Inc. Preconstruction Services, in the Amount of $74,206.00
28. Approval of Witt Elementary School - Renovations and Addition - Substantial Completion, No Financial Impact
29. Approval of the Use of the School Board of Sarasota County Bid on Signage-Provide and Install, SDMC No. 23-0050-MR, Continued Procurement with Vendor, Estimated in

the Amount of $650,000.00

30. Approval of Sole Source to Purchase Soundproofing Acoustical Panels with Related Services, SDMC No. 23-0060-MR, Estimated in the Amount of $200,000.00
31. Approval of the District, Food Service, and School Internal Accounts Petty Cash Funds for Fiscal Year 2022-2023, in the Amount of $1,550.00
32. Approval of the Food Service and School's Internal Accounts Change Funds for Fiscal Year 2022-2023, in the Amount of $37,450.00
33. Approval of Proposal on Dairy - Food Service, SDMC No. 23-0042-BS, Estimated in the Amount of $1,500,000.00
34. Approval of Contracts with Charter Schools and Other Sites to Provide Meal Service to Students and Adults for the 2022-2023 School Year
35. Approval to Renew the Agreement Between the School Board of Manatee County and AMIKids d/b/a AMIKids Center For Personal Growth Operated By AMIKids Manatee County, Inc. for the 2022-2023 School Year
36. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers
37. Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes
38. Approval of the Waivers of the Manatee Education Association (MEA) Collective Bargaining Agreement
39. Approval of the Revisions of the Job Description and Position of Manager, Live Video Production
40. Approval of the Reclassification of Senior Financial Analyst to Financial Analyst
41. Approval of Settlement of Workers Compensation Claim (Shade June 23, 2022)
42. Approval of the First Amendment to the Memorandum of Understanding (MOU) that Created a Community Partnership School at Manatee Elementary School, and now Adding Daughtrey Elementary School and a New Partner, as well as Extending the Agreement
43. Memorandum of Understanding (MOU) with MCR Rural Health Creating an Employee Based Health Clinic at the Wakeland Support Center
44. Approval of District Superintendent Membership and Dues for Fiscal Year 2022-2023, Estimated in the Amount of $25,000.00
45. Approval of the Agreement between Manatee County and the School District of Manatee County (SDMC) for Shelter Sites in a Local Emergency
46. Approval to Renew the Contract Between Manatee County Girls Club, Inc. d/b/a Just For Girls Middle School Alternative Education Program and the School Board of Manatee County for the 2022-2023 School Year
47. Approval to Renew the Contract Between Manatee County Girls Club, Inc. d/b/a Just For Girls Elementary School Alternative Education Program, and the School Board of Manatee County for the 2022-2023 School Year
48. Approval to Apply, Accept, and Expend the Title IX, Part A Education of Homeless Children and Youth Project Modified Grant for the 2022-2023 School Year, in the Amount of $157,200.00 - added July 21, 2022

11. 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.

12. NEW BUSINESS (Discussion Items Pulled from Consent)

13. NEW BUSINESS (Non-Consent Items/Superintendent Recommendation)

1. Approval of the Budget Amendments for May 2022
2. Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on September 13, 2022
3. Approval of the Purchase(s) of Professional Development and Reading Programs, SDMC No. 23-0052-BS, Continued Procurement with Vendor, Estimated in the Amount of $700,000.00
4. Approval of Agreement for Purchase and Sale of Property from SMR Taylor Ranch, LLC, Not to Exceed Average Value Determined by Two Appraisals
5. Approval of Extension 3 of the Use of the State of Florida Contract #43211500-WSCA-15-ACS, for Computer Equipment, Peripherals, and Services, SDMC No. 15-0074-SM, Continued Procurement for Products and Services, Estimated in the Amount of $2,500,000.00

14. NEW BUSINESS (No Superintendent Recommendation)

1. Approval of Internal Auditor Report
2. Approval of Travel Expense Associated with the School Board Members' Attendance at the Greater Florida Consortium of School Boards (GFCSB) Meeting, August 24-26, 2022, at the Riverside Hotel Fort Lauderdale, FL, Not to Exceed $2,000.00
3. Approval of the Revised Schedule of School Board Regular Meetings
4. Approval of Citizens' Financial Oversight Committee (CFOC) Member

5. Approval of the Citizens' Financial Oversight Committee's 2021 Annual Report
6. Board Discussion of Just For Girls, Elementary and Middle School - Millage Equivalent Funding for the 2022-2023 School Year

15. WORKSHOP ITEMS REQUESTS

16. CONTINUED PUBLIC COMMENT (IF NECESSARY)

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

18. SUPERINTENDENT REMARKS

19. BOARD COMMENTS

20. ADJOURNMENT

AGENDA ITEM NO. 4.1

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing

Title
Leaves for July 26, 2022

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

Contact
Submitting Department: Human Resources
Initiated By: Doug Wagner

Attachments:
LOA July 26, 2022

Employee ID	Name	Type of Leave	Department	Absence Period
300385	MA	personal	Southeast High School	2022-08-02 To 2023-05-30
236096	EA	perosnal	Bayshore High	2022-08-02 To 2023-05-30
238832	SA	personal	Jain Middle School	2022-08-02 To 2023-05-30
302276	JB	personal	Miller Elementary	2022-08-02 To 2023-05-30
214732	SB	personal	Gullett Elementary	2022-08-02 To 2023-05-30
302180	CB	personal	Willis Elementary	2022-08-02 To 2023-05-30
168122	AC	personal	Johnson K-8	2022-08-02 To 2023-05-30
238462	CC	personal	Horizons Academy	2022-08-02 To 2023-05-30
302387	AC	charter	Daughtrey Elementary	2022-08-02 To 2023-05-30
302420	AC	personal	Kinnan Elementary School	2022-08-02 To 2023-05-30
302272	ED	personal	Harvey Elementary	2022-08-02 To 2023-05-30
25155	CD	personal	Horizons Academy	2022-08-02 To 2023-05-30
237448	ED	personal	Gullett Elementary	2022-08-02 To 2023-05-30
133268	AE	personal	McNeal Elementary	2022-08-02 To 2023-05-30
133237	HF	personal	Willis Elementary	2022-08-02 To 2023-05-30
155083	MG	personal	Freedom Elementary	2022-08-02 To 2023-05-30
240798	SH	personal	Sugg Middle	2022-08-02 To 2023-05-30
239130	LH	personal	Myakka Elementary	2022-08-02 To 2023-05-30
236223	LH	charter	Moody Elementary	2022-08-02 To 2023-05-30
166834	NJ	personal	Prine Elementary	2022-08-02 To 2023-05-30
303417	SJ	personal	Johnson K-8	2022-08-02 To 2023-05-30
134772	LJ	personal	Williams Elementary	2022-08-02 To 2023-05-30
19698	AK	personal	Myakka Elementary	2022-08-02 To 2023-05-30
199079	KL	personal	Johnson K-8	2022-08-02 To 2023-05-30
23429	TM	personal	Lakewood Ranch HS	2022-08-02 To 2023-05-30
30242	BM	personal	Stewart Elementary	2022-08-02 To 2023-05-30
304428	CM	personal	Myakka Elementary	2022-08-02 To 2023-05-30
237790	JM	charter	Jain Middle School	2022-08-02 To 2023-05-30
303422	MM	personal	Bayshore High	2022-08-02 To 2023-05-30
154373	RM	personal	Willis Elementary	2022-08-02 To 2023-05-30
302950	TM	personal	Miller Elementary	2022-08-02 To 2023-05-30
23161	VM	personal	Palmetto Elementary	2022-08-02 To 2023-05-30
237512	MN	personal	Harvey Elementary	2022-08-02 To 2023-05-30
238703	TP	personal	Manatee High	2022-08-02 To 2023-05-30
21053	MP	personal	Daughtrey Elementary	2022-08-02 To 2023-05-30
114308	KR	personal	Willis Elementary	2022-08-02 To 2023-05-30
302369	SR	personal	ESE Dept	2022-08-02 To 2023-05-30
304633	RS	personal	Moody Elementary	2022-08-02 To 2023-05-30
238907	ES	charter	Palmetto Elementary	2022-08-02 To 2023-05-30
30037	JS	personal	Mills Elementary	2022-08-02 To 2023-05-30
303230	JS	personal	Rogers Garden Elementary	2022-08-02 To 2023-05-30
243658	SS	personal	Palmetto Elementary	2022-08-02 To 2023-05-30
212809	SS	personal	Mills Elementary	2022-08-02 To 2023-05-30
178032	AT	personal	Bashaw Elementary	2022-08-02 To 2023-05-30
175543	KT	personal	Unassigned	2022-08-02 To 2023-05-30
235243	NW	charter	Moody Elementary	2022-08-02 To 2023-05-30
303424	YW	personal	Bashaw Elementary	2022-08-02 To 2023-05-30
212494	KW	personal	Gullett Elementary	2022-08-02 To 2023-05-30
238892	LW	personal	Sugg Middle	2022-08-02 To 2023-05-30
237465	MW	personal	Southeast High School	2022-08-02 To 2023-05-30

Rev. 7/12/22

AGENDA ITEM NO. 4.2

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Year-to-Date Financial Statements Through May 31, 2022

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

General Fund - Revenues exceeded expenditures and transfers by approximately $14.9 million through the month of May 2022. Revenues have increased 2.6% and expenditures increased 0.8% over May 2021.

The beginning unassigned fund balance as of July 1, 2021, was $23.5 million. The District's unassigned fund balance is projected to be a positive $32.4 million by June 30, 2022.

Internal Service Funds - Revenue exceeded expenditures by $4.7 million through the month of May 2022.

Health Insurance Fund - Revenues exceeded expenditures by approximately $4.3 million for the month of May, resulting in an ending net position of $16 million at the end of May 2022.

Workers Compensation Fund - Revenues exceeded expenditures by approximately $400,032 for the month of May, resulting in an ending net position of $2.4 million at the end of May 2022. Expenditures are in line with prior year claims and amounts budgeted through May 2022.

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

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Contact
Submitting Department: Finance
Initiated By: Cathy Miley

Attachments:
FS May 2022.pdf
Bank Rec Certification - May 2022.pdf

THE SCHOOL DISTRICT OF MANATEE COUNTY

YEAR TO DATE FINANCIAL REPORT

THROUGH THE

PERIOD ENDING MAY 31, 2022

(UNAUDITED)

School District of Manatee County, Florida
Balance Sheet (Unaudited)
May 31, 2022

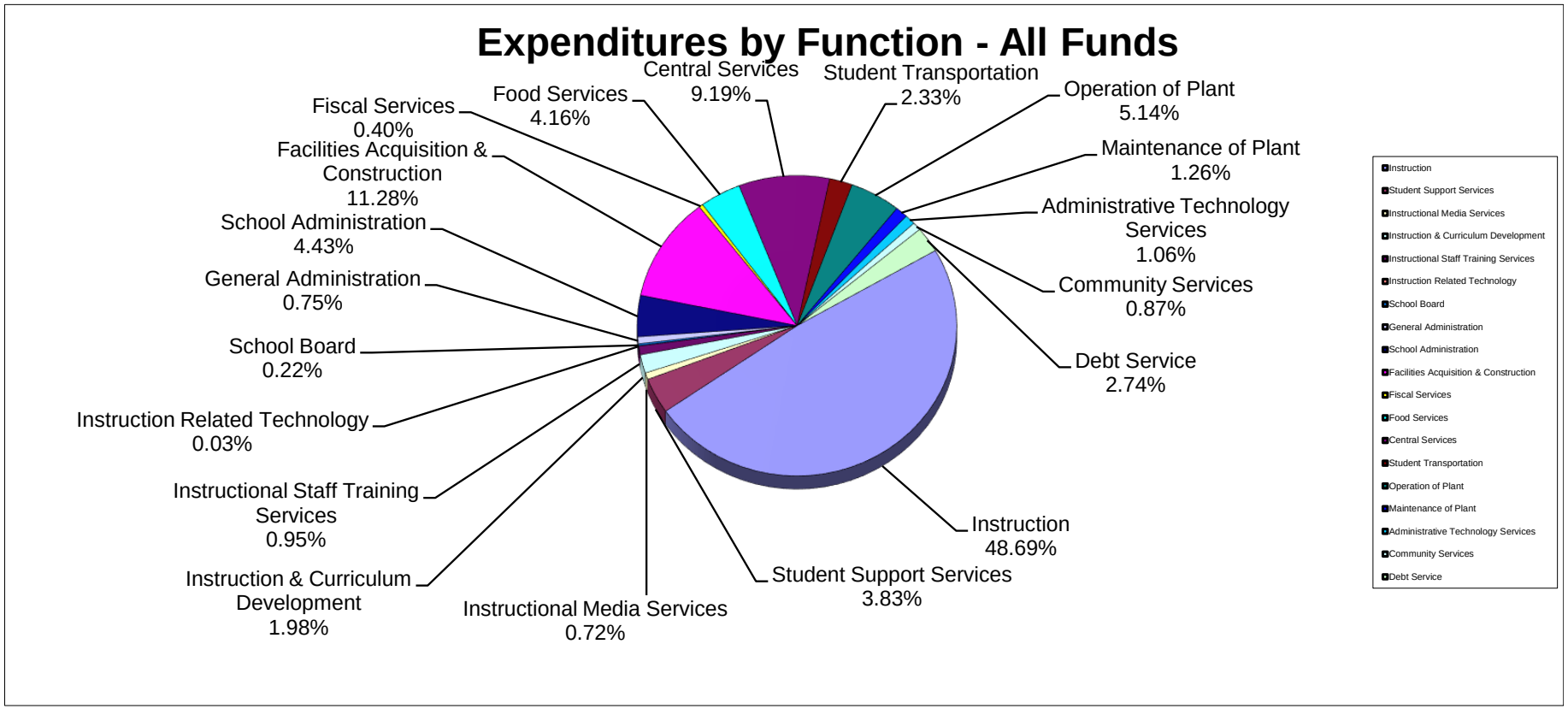
	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds *	Internal Service Funds	Trust & Agency Funds	Total May 2022	Total May 2021
Assets									
Current Assets									
Cash	$ 72,373,052	$ 11,847,174	$ 126,985,348	$ 30,779,938	$ -	$ 28,777,133	$ 812,177	$ 271,574,822	$ 183,803,964
Taxes Receivable	-	-	-	-	-	-	-	$ -	
Accounts Receivable	1,294,779	-	-	-	398	4,799	56,667	1,356,643	1,186,137
Due From/(To)	25,003,112			(20,549,108)	(4,454,004)	-		-	-
Inventory	655,853	-	-	378,438		-	-	1,034,291	1,258,753
Investments		53,101	-	-	-	-	-	53,101	50,341,249
Other Current Assets									
Deposits Receivable	-	-	-		-	-	-	-	-
Prepaid Expense	-	-	-	-	-	-	-	-	-
Due From Other Agencies	2,679,361	-	3,243,828	3,308,437	4,977,348	-	51,167	14,260,141	10,444,366
Total Assets	**$ 102,006,157**	**$ 11,900,275**	**$ 130,229,176**	**$ 13,917,705**	**$ 523,742**	**$ 28,781,932**	**$ 920,011**	**$ 288,278,998**	**$ 247,034,469**
Liabilities									
Current Liabilities									
Salaries & Wages Payable	19,658,113	-	-	-	-	-	-	19,658,113	28,597,404
Payroll Deductions & WH	10,535,240	-	-	-	-	-	-	10,535,240	254,632
Accounts Payable	14,630,484	-	219,036	257,892	523,742	338,378	1,263	15,970,795	19,101,621
Construction Payable	-	-	56,500	-	-	-	-	56,500	208,358
Retainage Payable	-	-	-	-	-	-	-	-	-
Other Current Liabilities					-				
Matured Bond/Interest Payable	-	-	-	-	-	-	-	-	-
Accrued Interest Payable	-	-	-	-	-	-	-	-	1,626
Due To Other Agencies	-	-	-	-	-	-	-	-	-
Sales Tax Payable	-	-	-	-	-	-	-	-	1,850
Estimated Unpaid Claims	-	-	-	-	-	9,968,847	-	9,968,847	8,671,365
Long-Term Liabilities	-	-	-	-	-	-	-	-	-
Other Credits									
Section 1011.13 Loan	-	-	-	-	-	-	-	-	-
Unearned Revenue	(6,201)	-	-	-	-	-	-	(6,201)	537
Deferred Revenue	-	-	-	19,106	-	-	-	19,106	-
Total Liabilities	44,817,636	-	275,536	276,998	523,742	10,307,225	1,263	56,202,400	56,837,393
Fund Balances									
Revenues Over (Under) Expenditures	14,928,335	(302,704)	36,032,158	6,727,259	-	4,773,560	317,994	62,476,602	50,105,160
Nonspendable									
Inventories	865,221	-	-	378,438	-	-	-	1,243,659	1,085,503
Restricted									
State Required Carryover	1,053,168	-	-	-	-	-	-	1,053,168	435,989
Food Services	-	-	-	6,535,010	-	-	-	6,535,010	2,602,139
Debt Service	-	12,202,979	-	-	-	-	-	12,202,979	11,100,580
Capital Projects	-	-	93,921,482	-	-	-	-	93,921,482	77,873,695
Other Purposes	11,664,595	-	-	-	-	13,701,147	600,754	25,966,496	30,312,002
Assigned									
Encumbrances	1,066,290	-	-	-	-	-	-	1,066,290	1,272,858
School and Local Programs	3,851,264	-	-	-	-	-	-	3,851,264	4,604,849
Unassigned	23,759,648	-	-	-	-	-	-	23,759,648	10,804,301
Total Fund Balances	57,188,521	11,900,275	129,953,640	13,640,707	-	18,474,707	918,748	232,076,598	190,197,076
Total Liabilities & Fund Balances	**$ 102,006,157**	**$ 11,900,275**	**$ 130,229,176**	**$ 13,917,705**	**$ 523,742**	**$ 28,781,932**	**$ 920,011**	**$ 288,278,998**	**$ 247,034,469**

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

School District of Manatee County, Florida
Statement of Revenues, Expenditures and Changes in Fund Balance (Unaudited)
For Month Ended May 31, 2022

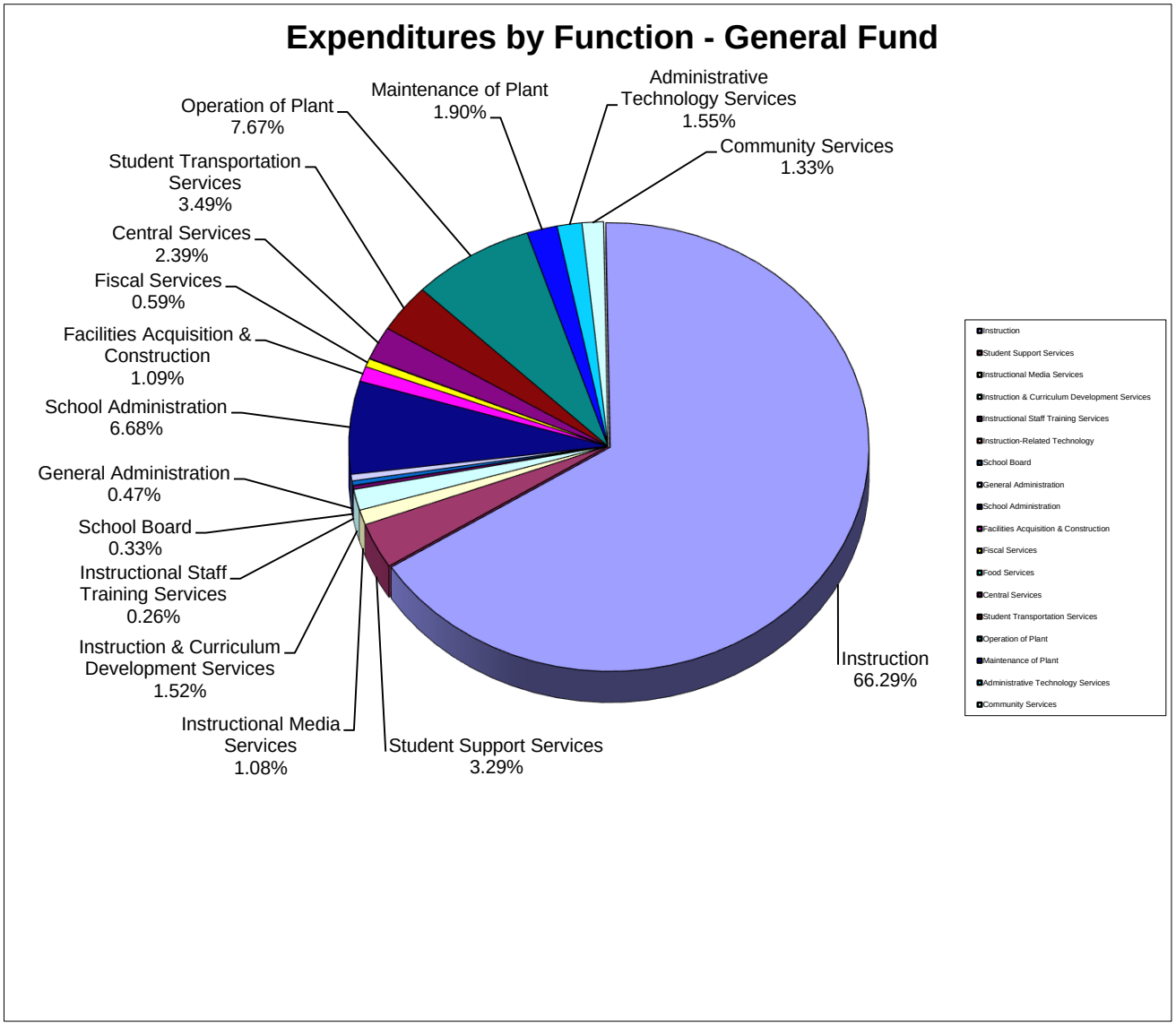
	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds*	Internal Service Funds	Trust & Agency Funds	Total May 2022	Total May 2021
REVENUES									
Federal Direct	$ 653,899	$ 948,620	$ -	$ -	$ 2,732,181	$ -	$ 221,425	$ 4,556,125	$ 4,096,305
Federal Through State	1,626,435	-	-	32,252,091	70,339,963	-	-	104,218,489	65,914,949
State	171,343,806	-	6,978,843	309,933	-	-	-	178,632,582	186,828,398
Local	260,888,288	377,420	130,896,520	1,602,489	-	50,263,109	527,985	444,555,811	407,879,301
Total Revenues	434,512,428	1,326,040	137,875,363	34,164,513	73,072,144	50,263,109	749,410	731,963,007	664,718,953
EXPENDITURES									
Instruction	291,104,630	-	-	-	34,953,203	-	422,902	326,480,735	311,740,705
Student Support Services	14,444,791	-	-	-	11,229,607	-	5,012	25,679,410	24,848,757
Instructional Media Services	4,760,356	-	-	-	44,136	-	3,430	4,807,922	4,581,711
Instruction & Curriculum Development	6,679,686	-	-	-	6,605,635	-	-	13,285,321	12,019,167
Instructional Staff Training Services	1,136,785	-	-	-	5,202,508	-	72	6,339,365	6,211,474
Instruction Related Technology	111,830	-	-	-	73,364	-	-	185,194	180,103
School Board	1,454,750	-	-	-	1,077	-	-	1,455,827	1,350,893
General Administration	2,059,108	-	-	-	2,949,469	-	-	5,008,577	3,629,984
School Administration	29,356,399	-	-	-	339,970	-	-	29,696,369	28,677,955
Facilities Acquisition & Construction	4,767,265	-	70,833,656	-	10,765	-	-	75,611,686	56,754,903
Fiscal Services	2,610,357	-	-	-	76,696	-	-	2,687,053	2,694,767
Food Services	192,533	-	-	27,437,254	280,890	-	-	27,910,677	23,200,989
Central Services	10,474,268	-	-	-	149,036	50,989,549	-	61,612,853	59,814,200
Student Transportation	15,333,396	-	-	-	268,094	-	-	15,601,490	13,851,384
Operation of Plant	33,674,164	-	-	-	799,947	-	-	34,474,111	32,349,854
Maintenance of Plant	8,341,393	-	-	-	101,115	-	-	8,442,508	8,661,546
Administrative Technology Services	6,787,439	-	-	-	304,770	-	-	7,092,209	6,780,010
Community Services	5,850,609	-	-	-	1,077	-	-	5,851,686	4,597,868
Debt Service	64,546	16,509,274	1,790,157	-	-	-	-	18,363,977	17,251,187
Total Expenditures	439,204,305	16,509,274	72,623,813	27,437,254	63,391,359	50,989,549	431,416	670,586,970	619,197,457
Excess (Deficiency) of Revenue Over (Under) Expenditures	(4,691,877)	(15,183,234)	65,251,550	6,727,259	9,680,785	(726,440)	317,994	61,376,037	45,521,496
Other Financing Sources (Uses)									
Other Financing Sources	-	-	1,100,565	-	-	-	-	1,100,565	4,583,664
Other Financing Uses	-	-	-	-	-	-	-	-	-
Transfers In	19,620,212	14,880,530	-	-	-	5,500,000	-	40,000,742	35,597,047
Transfers Out	-	-	(30,319,957)	-	(9,680,785)	-	-	(40,000,742)	(35,597,047)
Total Other Financing Sources (Uses)	19,620,212	14,880,530	(29,219,392)	-	(9,680,785)	5,500,000	-	1,100,565	4,583,664
Net Change in Fund Balance	14,928,335	(302,704)	36,032,158	6,727,259	-	4,773,560	317,994	62,476,602	50,105,160
Fund Balances, Beginning	42,260,186	12,202,979	93,921,482	6,913,448	-	13,701,147	600,754	169,599,996	140,091,916
Fund Balances, Ending	$ 57,188,521	$ 11,900,275	$ 129,953,640	$ 13,640,707	$ -	$ 18,474,707	$ 918,748	$ 232,076,598	$ 190,197,076

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


Expenditures by Function - All Funds
Central Services 9.19%
Student Transportation 2.33%
Food Services 4.16%
Operation of Plant 5.14%
Fiscal Services 0.40%
Maintenance of Plant 1.26%
Facilities Acquisition & Construction 11.28%
Administrative Technology Services 1.06%
School Administration 4.43%
Community Services 0.87%
General Administration 0.75%
Debt Service 2.74%
School Board 0.22%
Instruction Related Technology 0.03%
Instruction 48.69%
Instructional Staff Training Services 0.95%
Student Support Services 3.83%
Instruction & Curriculum Development 1.98%
Instructional Media Services 0.72%
Instruction
Student Support Services
Instructional Media Services
Instruction & Curriculum Development
Instructional Staff Training Services
Instruction Related Technology
School Board
General Administration
School Administration
Facilities Acquisition & Construction
Fiscal Services
Food Services
Central Services
Student Transportation
Operation of Plant
Maintenance of Plant
Administrative Technology Services
Community Services
Debt Service

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
General Fund
For Month Ended May 31, 2022

	Original Budget	Current Budget	YTD Actual	Variance with Current Budget Positive (Negative)	% of YTD Actual to Current Budget	YTD Actual May 2021
REVENUES						
Federal Direct:						
Reserve Officers Training Corps (ROTC)	$ 649,841	$ 649,841	$ 607,005	$ (42,836)	93%	$ 606,185
Miscellaneous Federal Direct	4,395	46,894	46,894	-	100%	37,829
Total Federal Direct	654,236	696,735	653,899	(42,836)	94%	644,014
Federal Through State:						
Vocational Education Act	-	22,000	17,953	(4,047)	82%	22,000
Medicaid	2,231,335	1,031,335	907,365	(123,970)	88%	597,765
Individuals with Disabilities	-	328,846	281,793	(47,053)	86%	184,252
Educational Stabilization K-12	-	17,700	6,710	(10,990)	38%	1,756,291
Educational Stabilization VPK	-	660,114	412,614	(247,500)	63%	-
Miscellaneous Federal Through State	-	-	-	-		-
Total Federal Through State	2,231,335	2,059,995	1,626,435	(433,560)	79%	2,560,308
State:						
Florida Education Finance Program (FEFP)	128,832,657	123,364,892	113,429,995	(9,934,897)	92%	119,083,292
Workforce Development	9,465,433	9,465,433	8,672,341	(793,092)	92%	8,676,646
Workforce Education Performance Incentive	200,000	355,000	355,000	-	100%	256,000
CO&DS Withheld for Administrative Expenditures	28,000	28,000	-	(28,000)	0%	-
State License Tax	340,481	340,481	291,260	(49,221)	86%	282,037
Discretionary Lottery	-	-	-	-		-
Categorical Programs:						
Class Size Reduction Operating Funds	49,534,825	49,960,527	45,761,677	(4,198,850)	92%	49,826,062
Florida School Recognition Funds	-	-	-	-		-
Voluntary Prekindergarten Program	1,548,720	1,522,658	1,419,989	(102,669)	93%	1,417,978
Other Miscellaneous State Revenue	957,800	1,458,951	1,413,544	(45,407)	97%	1,354,948
Total State	190,907,916	186,495,942	171,343,806	(15,152,136)	92%	180,896,963
Local:						
District School Taxes	245,462,135	245,462,135	242,249,958	(3,212,177)	99%	229,562,528
Rent	100,000	110,914	110,914	-	100%	102,367
Interest on Investments	350,000	386,157	260,352	(125,805)	67%	190,604
Student and Adult a la Carte	173,601	123,320	122,290	(1,030)	99%	-
Catering/Specials	-	5,773	5,378	(395)	93%	-
Net Increase (Decrease) in Fair Value	-	(106,183)	(106,231)	(48)	100%	62,824
Gifts, Grants and Bequests	-	1,100	950	(150)	86%	-
Vending Sales	-	129	46	(83)	36%	-
Student Fees:						
Adult Gen Ed Course Fees	-	41,683	41,531	(152)	100%	89,228
Post Secondary Vocational Ed Course Fees	3,651,811	2,504,978	2,501,598	(3,380)	100%	1,787,565
Continuing Workforce Education Course Fees	175,000	110,077	121,275	11,198	110%	87,902
Capital Improvement Fees	143,998	157,075	158,145	1,070	101%	104,078
Post Secondary Lab Fees	-	1,185,973	1,194,495	8,522	101%	999,517
Lifelong Learning Fees	-	5,650	5,650	-	100%	2,135
GED Testing Fees	-	9,106	9,106	-	100%	8,624
Other Student Fees	631,732	776,595	787,673	11,078	101%	630,636
Other Fees:						
Preschool Program Fees	-	715,040	715,040	-	100%	533,946
School Age Child Care Fees	4,725,000	5,600,000	5,640,360	40,360	101%	4,277,280
Other Schools, Courses and Classes Fees	35,000	10,064	10,538	474	105%	9,221
Miscellaneous Local:						
Bus Fees	37,813	37,813	36,871	(942)	98%	16,419
Transportation Services Rendered for School Acti	73,961	76,671	62,835	(13,836)	82%	19,834
Sale of Junk	128,000	128,000	102,790	(25,210)	80%	206,369
Receipt of Federal Indirect Cost Rate	3,630,417	3,441,996	2,942,556	(499,440)	85%	1,570,926
Other Miscellaneous Local Sources	1,844,085	2,488,692	2,364,044	(124,648)	95%	1,825,555
Refund of Prior Year's Expenditures	-	(290,643)	(50,229)	240,414	17%	(4,478,171)
Collections for Lost, Damaged and Sold Textbook	-	9,674	9,674	-	100%	1,390
Receipt of Food Service Indirect Costs	1,630,000	1,630,000	1,590,679	(39,321)	98%	1,565,971
Total Local	262,792,553	264,621,789	260,888,288	(3,733,501)	99%	239,176,748
Total Revenues	456,586,040	453,874,461	434,512,428	(19,362,033)	96%	423,278,033
Expenditures (by Function)						
Current:						
Instruction	333,527,763	318,693,406	291,104,630	27,588,776	91%	290,715,450
Student Support Services	15,544,672	15,646,808	14,444,791	1,202,017	92%	17,374,633
Instructional Media Services	5,205,492	4,980,820	4,760,356	220,464	96%	4,548,155
Instruction & Curriculum Development Services	7,059,025	7,545,548	6,679,686	865,862	89%	6,303,275
Instructional Staff Training Services	1,781,061	1,393,756	1,136,785	256,971	82%	1,848,409
Instruction-Related Technology	118,420	121,783	111,830	9,953	92%	117,861
School Board	1,762,099	1,743,768	1,454,750	289,018	83%	1,350,893
General Administration	3,107,286	2,760,090	2,059,108	700,982	75%	2,066,812
School Administration	33,357,595	32,749,879	29,356,399	3,393,480	90%	28,606,113
Facilities Acquisition & Construction	4,704,147	12,028,894	4,767,265	7,261,629	40%	4,516,618
Fiscal Services	3,154,490	3,033,342	2,610,357	422,985	86%	2,638,721
Food Services	176,262	194,385	192,533	1,852	99%	-
Central Services	12,825,362	12,121,066	10,474,268	1,646,798	86%	10,114,966
Student Transportation Services	17,953,469	16,588,310	15,333,396	1,254,914	92%	13,579,917
Operation of Plant	39,037,813	37,798,874	33,674,164	4,124,710	89%	31,734,418
Maintenance of Plant	9,337,710	9,425,951	8,341,393	1,084,558	88%	8,661,546
Administrative Technology Services	8,427,192	7,546,395	6,787,439	758,956	90%	6,715,518
Community Services	4,784,921	5,936,275	5,850,609	85,666	99%	4,597,868
Debt Service	280,881	70,800	64,546	6,254	91%	110,842
Total Expenditures	502,145,660	490,380,150	439,204,305	51,175,845	90%	435,602,015
Excess (Deficiency) of Revenues Over (Under) Expenditures	(45,559,620)	(36,505,689)	(4,691,877)	31,813,812		(12,323,982)
OTHER FINANCING SOURCES (USES)						
Transfers In:						
From Capital Project Funds	15,561,209	16,314,424	15,439,427	(874,997)	95%	20,449,392
From Special Revenue Funds	14,971,775	10,392,095	4,180,785	(6,211,310)	40%	-
Total Other Financing Sources (Uses)	30,532,984	26,706,519	19,620,212	(7,086,307)	73%	20,449,392
Net Change in Fund Balance	(15,026,636)	(9,799,170)	14,928,335	24,727,505		8,125,410
Fund Balance, Beginning	39,429,816	42,260,186	42,260,186	-		29,018,719
Nonspendable	865,222	-		-		-
Restricted	-	-		-		-
Assigned	-	-		-		-
Unassigned	23,537,958	32,461,016		-		-
Fund Balance, Ending	$ 24,403,180	$ 32,461,016	$ 57,188,521	$ 24,727,505		$ 37,144,129

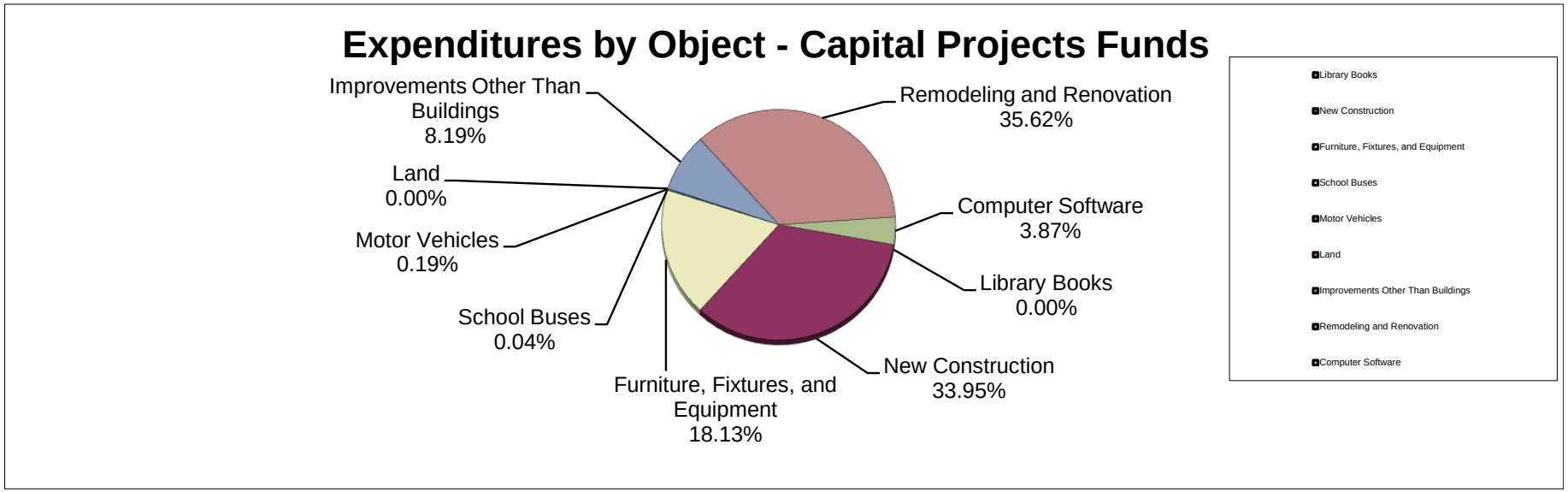

Expenditures by Function - General Fund
Operation of Plant 7.67%
Maintenance of Plant 1.90%
Administrative Technology Services 1.55%
Community Services 1.33%
Student Transportation Services 3.49%
Central Services 2.39%
Fiscal Services 0.59%
Facilities Acquisition & Construction 1.09%
School Administration 6.68%
General Administration 0.47%
School Board 0.33%
Instructional Staff Training Services 0.26%
Instruction & Curriculum Development Services 1.52%
Instructional Media Services 1.08%
Student Support Services 3.29%
Instruction 66.29%
Instruction
Student Support Services
Instructional Media Services
Instruction & Curriculum Development Services
Instructional Staff Training Services
Instruction-Related Technology
School Board
General Administration
School Administration
Facilities Acquisition & Construction
Fiscal Services
Food Services
Central Services
Student Transportation Services
Operation of Plant
Maintenance of Plant
Administrative Technology Services
Community Services

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Debt Service Funds
For Month Ended May 31, 2022

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual May 2021
REVENUES						
Federal Direct:						
Miscellaneous Federal Direct	$ 945,000	$ 948,620	$ 948,620	$ -	100%	$ 953,151
Total Federal Direct	945,000	948,620	948,620	-		953,151
State:						
CO&DS Withheld for Bonds	481,790	481,790	-	(481,790)	0%	-
SBE/COBI Bond Interest	-	-	-	-		-
Total State	481,790	481,790	-	(481,790)	0%	-
Local:						
Interest on Investments	-	450,018	431,436	(18,582)	96%	389,156
Net Increase (Decrease) in the Fair Value	427,530	19,605	(54,016)	(73,621)	-276%	12,748
Total Local	427,530	469,623	377,420	(92,203)	80%	401,904
Total Revenues	1,854,320	1,900,033	1,326,040	(573,993)	70%	1,355,055
EXPENDITURES						
Current:						
Redemption of Principal	22,100,408	18,724,658	8,387,454	10,337,204	45%	6,725,000
Interest	9,877,217	9,877,217	8,109,869	1,767,348	82%	8,661,335
Dues and Fees	17,239	16,303	11,951	4,352	73%	21,500
Other Debt Service	-	-	-	-		-
Total Debt Service	31,994,864	28,618,178	16,509,274	12,108,904	58%	15,407,835
Total Expenditures	31,994,864	28,618,178	16,509,274	12,108,904	58%	15,407,835
Excess (Deficiency) of Revenues Over (Under) Expenditures	(30,140,544)	(26,718,145)	(15,183,234)	11,534,911		(14,052,780)
OTHER FINANCING SOURCES (USES)						
Transfers In:						
From Capital Project Funds	29,247,989	25,870,439	14,880,530	(10,989,909)	58%	15,147,655
Other Financing Sources						
Fair Value of Refunding Bonds	-	-	-	-		-
Premium on Refunding Bonds	-	-	-	-		-
Other Financing Sources	-	-	-	-		-
Total Transfers In & Other Financing Sources	29,247,989	25,870,439	14,880,530	(10,989,909)		15,147,655
Total Other Financing Sources (Uses)	29,247,989	25,870,439	14,880,530	(10,989,909)	58%	15,147,655
Net Change in Fund Balances	(892,555)	(847,706)	(302,704)	545,002		1,094,875
Fund Balances, Beginning	12,202,979	12,202,979	12,202,979	-		11,100,580
Fund Balances, Ending	$ 11,310,424	$ 11,355,273	$ 11,900,275	$ 545,002		$ 12,195,455

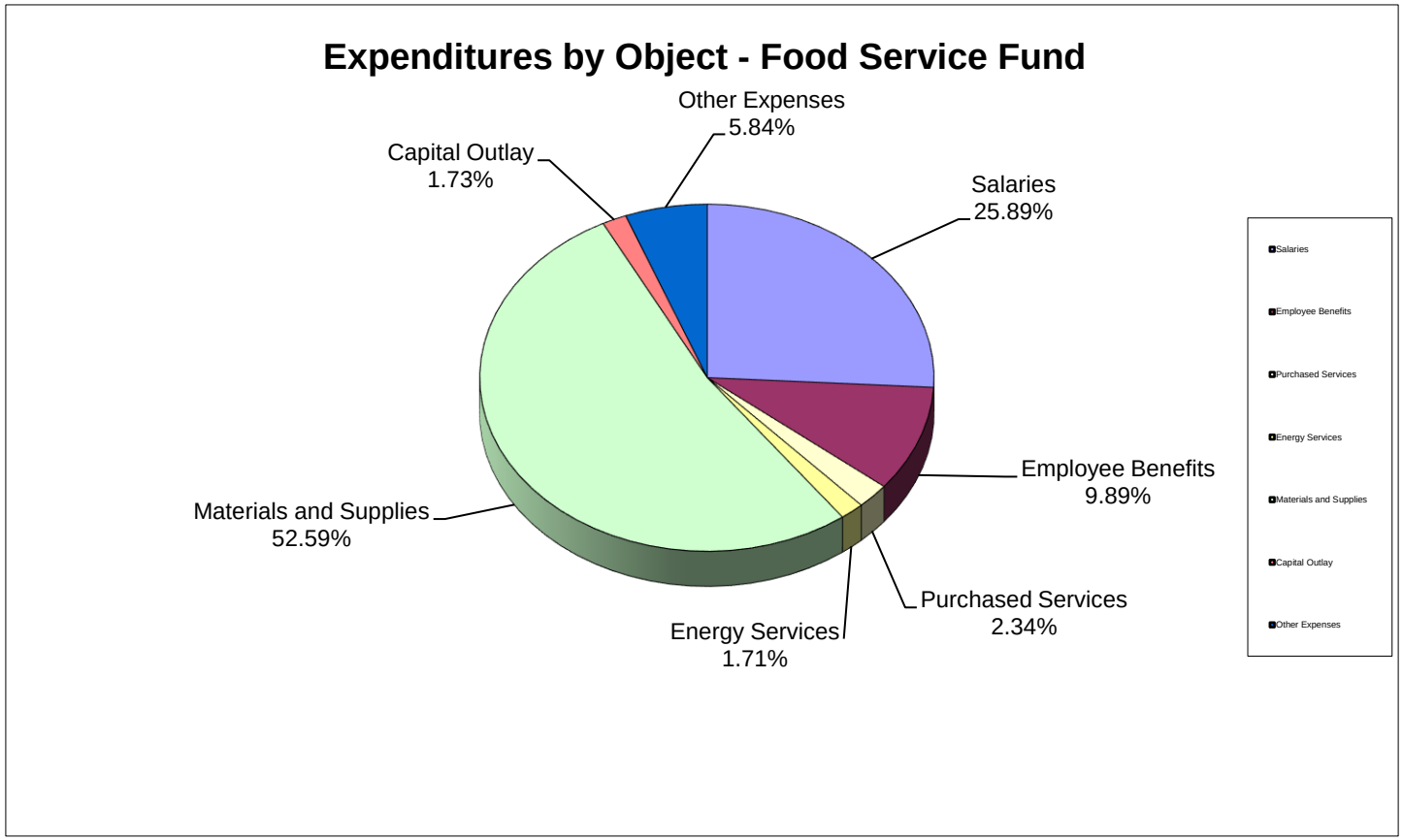
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Capital Projects Funds
For Month Ended May 31, 2022

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual May 2021
REVENUES						
State:						
CO&DS Distributed	$ 1,293,177	$ 1,293,177	$ -	$ (1,293,177)	0%	$ -
Interest on CO&DS	54,155	54,155	-	(54,155)	0%	-
Public Education Capital Outlay PECO	2,000,000	2,000,000	2,000,000	-	100%	2,000,000
Charter School Cap Outlay PECO	3,427,342	3,868,382	3,535,718	(332,664)	91%	3,152,141
Other Miscellaneous State Revenue	748,882	1,443,125	1,443,125	-	100%	560,220
Total State Sources	7,523,556	8,658,839	6,978,843	(1,679,996)	81%	5,712,361
Local:						
District Capital Taxes	68,488,318	68,488,318	67,588,510	(899,808)	99%	62,926,174
Local Sales Tax	38,151,997	42,651,997	36,488,249	(6,163,748)	86%	29,587,755
Interest on Investments	193,500	193,500	101,978	(91,522)	53%	34,524
Other Miscellaneous Local Sources	79,875	79,876	68,658	(11,218)	86%	307,652
Impact Fees	22,689,836	30,189,836	26,649,125	(3,540,711)	88%	24,456,521
Refund of Prior Year Expense	-	-	-	-		-
Total Local Sources	129,603,526	141,603,527	130,896,520	(10,707,007)	92%	117,312,626
Total Revenues	137,127,082	150,262,366	137,875,363	(12,387,003)	92%	123,024,987
EXPENDITURES						
Capital Outlay:						
Library Books	-	-	-	-		-
Audio Visual Materials	-	-	-	-		-
Buildings and Fixed Equipment	104,731,117	52,405,068	23,533,336	28,871,732	45%	8,751,407
Furniture, Fixtures, and Equipment	13,369,707	15,832,416	12,569,255	3,263,161	79%	11,294,152
School Buses	1,700,146	1,636,751	27,867	1,608,884	2%	730,598
Motor Vehicles	841,978	850,600	133,672	716,928	16%	230,406
Land	-	150,000	-	150,000	0%	43,741
Improvements Other Than Buildings	4,535,813	7,748,040	5,674,490	2,073,550	73%	2,788,860
Remodeling and Renovation	127,412,145	45,458,982	24,692,551	20,766,431	54%	25,155,131
Computer Software	2,871,203	2,836,663	2,684,937	151,726	95%	2,490,701
Total Capital Outlay	255,462,109	126,918,520	69,316,108	57,602,412	55%	51,484,996
Other Expenses:						
Charter School Capital Outlay Sales Tax	2,780,112	2,780,112	1,517,548	1,262,564	55%	753,289
Total Other Expenses	2,780,112	2,780,112	1,517,548	1,262,564		753,289
Debt Service:						
Redemption of Principal	1,900,079	1,900,079	1,673,073	227,006	88%	1,684,807
Interest	119,703	119,703	116,834	2,869	98%	47,703
Dues and Fees	-	250	250	-	100%	-
Total Debt Service	2,019,782	2,020,032	1,790,157	229,875	89%	1,732,510
Total Expenditures	260,262,003	131,718,664	72,623,813	59,094,851	55%	53,970,795
Excess (Deficiency) of Revenues Over (Under) Expenditures	(123,134,921)	18,543,702	65,251,550	46,707,848		69,054,192
OTHER FINANCING SOURCES (USES)						
Loans	-	-	-	-		4,583,664
Proceeds of Lease-Purchase Agreements	100,000,000	1,100,565	1,100,565	-	100%	-
Transfers Out:						
To General Fund	(15,561,209)	(16,314,424)	(15,439,427)	(874,997)	95%	(20,449,392)
To Debt Service	(29,247,989)	(25,870,440)	(14,880,530)	(10,989,910)	58%	(15,147,655)
Total Transfers	(44,809,198)	(42,184,864)	(30,319,957)	(11,864,907)		(35,597,047)
Total Other Financing Sources (Uses)	55,190,802	(41,084,299)	(29,219,392)	11,864,907	71%	(31,013,383)
Net Change in Fund Balances	(67,944,119)	(22,540,597)	36,032,158	58,572,755		38,040,809
Fund Balances, Beginning	93,921,482	93,921,482	93,921,482	-		77,873,695
Fund Balances, Ending	$ 25,977,363	$ 71,380,885	$ 129,953,640	$ 58,572,755		$ 115,914,504


Expenditures by Object - Capital Projects Funds
Improvements Other Than Buildings 8.19%
Land 0.00%
Motor Vehicles 0.19%
School Buses 0.04%
Furniture, Fixtures, and Equipment 18.13%
New Construction 33.95%
Library Books 0.00%
Computer Software 3.87%
Remodeling and Renovation 35.62%
Library Books
New Construction
Furniture, Fixtures, and Equipment
School Buses
Motor Vehicles
Land
Improvements Other Than Buildings
Remodeling and Renovation
Computer Software

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Food Service Fund
For Month Ended May 31, 2022

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual May 2021
REVENUES						
Federal Through State:						
Fresh Fruit & Vegetables	$ 651,560	$ 675,079	$ 23,519	$ (651,560)	3%	$ 351,086
School Lunch Reimbursement	17,700,000	19,822,952	24,055,416	4,232,464	121%	15,799,630
School Breakfast Reimbursement	5,300,000	5,902,048	6,911,962	1,009,914	117%	4,898,647
After-School Snack Reimbursement	365,000	365,000	-	(365,000)	0%	5,230
School Supper Reimbursement	425,000	425,000	783,057	358,057	184%	1,534,778
USDA Donated Commodities	1,720,000	1,720,000	-	(1,720,000)	0%	-
Cash n Lieu of Donated	30,000	30,000	24,535	(5,465)	82%	106,061
Summer Food Service Program	725,000	725,000	405,178	(319,822)	56%	2,262,980
Other Food Service Revenue	-	-	48,424	(48,424)		-
Total Federal Through State	26,916,560	29,665,079	32,252,091	2,490,164	109%	24,958,412
State:						
School Breakfast Supplement	136,000	136,000	145,139	9,139	107%	145,193
School Lunch Supplement	168,000	168,000	164,794	(3,206)	98%	73,881
Other Miscellaneous State	-	-	-	-		-
Total State	304,000	304,000	309,933	5,933	102%	219,074
Local:						
Interest on Investments	10,000	10,000	44,351	34,351	444%	5,250
Student Lunches	-	-	-	-		161,548
Student Breakfasts	-	-	-	-		-
Adult Breakfast/Lunch	194,000	194,000	114,186	(79,814)	59%	115,683
Student/Adult Ala Carte	2,000,000	2,000,000	1,341,237	(658,763)	67%	1,205,366
Catering/Special	48,000	48,000	20,781	(27,219)	43%	20,115
Other Food Sales	-	-	-	-		-
Vending Sales	-	-	(47)	(47)		-
Cash Over/(Short)	-	-	3,239	3,239		1,826
Other Miscellaneous Local Sources	123,500	123,500	79,237	(44,263)	64%	82,068
Refund of Prior Year Expense	-	-	(495)	(495)		(12,242)
Total Local	2,375,500	2,375,500	1,602,489	(773,011)	67%	1,579,614
Total Revenues	29,596,060	32,344,579	34,164,513	1,723,086	106%	26,757,100
EXPENDITURES						
Current:						
Salaries	10,512,260	7,202,678	7,104,115	98,563	99%	6,628,245
Employee Benefits	-	2,907,389	2,714,396	192,993	93%	2,416,878
Purchased Services	-	956,196	643,113	313,083	67%	569,604
Energy Services	4,569,126	478,368	468,836	9,532	98%	407,365
Materials and Supplies	14,009,000	18,169,575	14,428,268	3,741,307	79%	11,204,404
Capital Outlay	815,882	1,152,981	475,101	677,880	41%	396,520
Other Expenses	-	1,787,600	1,603,425	184,175	90%	1,577,973
Total Food Service	29,906,268	32,654,787	27,437,254	5,217,533	84%	23,200,989
Total Expenditures	29,906,268	32,654,787	27,437,254	5,217,533	84%	23,200,989
Net Change in Fund Balance	(310,208)	(310,208)	6,727,259	7,037,467		3,556,111
Fund Balance, Beginning	6,913,448	6,913,448	6,913,448	-		3,098,520
Fund Balance, Ending	$ 6,603,240	$ 6,603,240	$ 13,640,707	$ 7,037,467		$ 6,654,631

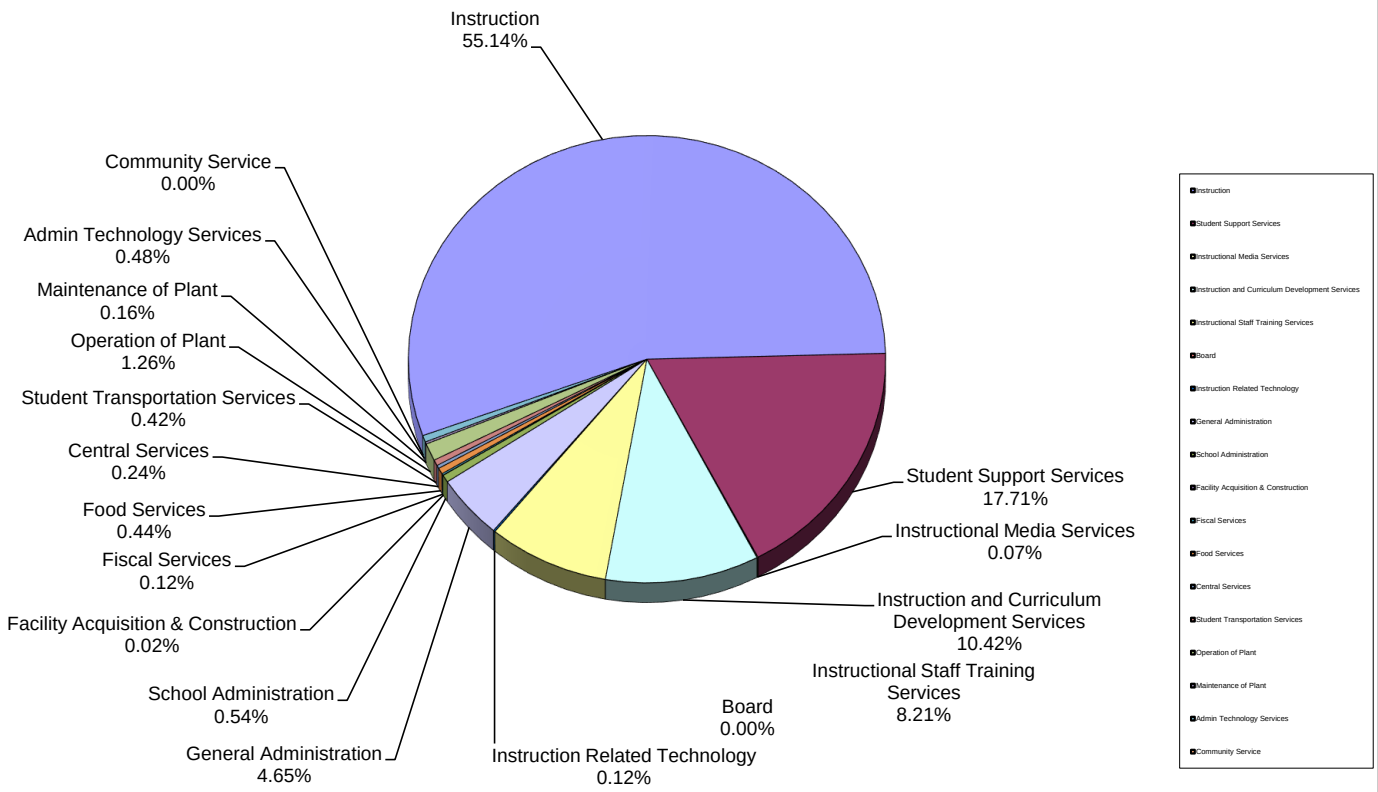

Expenditures by Object - Food Service Fund
Other Expenses
5.84%
Capital Outlay
1.73%
Salaries
25.89%
Employee Benefits
9.89%
Materials and Supplies
52.59%
Purchased Services
2.34%
Energy Services
1.71%
Salaries
Employee Benefits
Purchased Services
Energy Services
Materials and Supplies
Capital Outlay
Other Expenses

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Other Special Revenue Funds*
For Month Ended May 31, 2022

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual May 2021
REVENUES						
Federal Direct:						
Other Federal Direct	$ -	$ -	$ -	$ -		$ -
Pell	-	2,052,719	2,046,933	5,786	100%	1,732,996
Miscellaneous Federal Direct	-	646,456	685,248	(38,792)	106%	550,717
Total Federal Direct	-	2,699,175	2,732,181	(33,006)	101%	2,283,713
Federal Through State:						
Career and Technical Education	-	960,634	843,324	117,310	88%	543,587
Teacher/Principal Training & Recruiting	-	1,948,171	1,304,740	643,431	67%	1,524,732
Adult Migrant Education	-	311,910	289,451	22,459	93%	289,049
Eng Lit and Civics Education	-	101,693	105,309	(3,616)	104%	80,973
Individuals with Disabilities Education Act	13,944,856	15,831,759	10,469,061	5,362,698	66%	10,318,637
Elementary and Secondary Education Act Title I	12,798,328	18,538,910	13,585,083	4,953,827	73%	12,920,998
Language Instruction Title III	-	1,343,004	1,080,919	262,085	80%	963,144
Adult General Education	-	580,828	565,679	15,149	97%	501,818
21st Century Schools - Title IV	-	789,804	779,357	10,447	99%	695,026
Educational Stabilization Funds - K-12	39,530,206	129,879,768	38,112,724	91,767,044	29%	8,794,742
Educational Stabilization Funds - Workforce		3,990,072	3,030,205	959,867	76%	1,115,311
Educational Stabilization Funds - VPK		168,128	5,075	163,053	3%	-
Other Federal Through State	-	120,000	169,036	(49,036)	141%	648,212
Total Federal Through State	66,273,390	174,564,681	70,339,963	104,224,718	40%	38,396,229
Total Revenues	66,273,390	177,263,856	73,072,144	104,191,712	41%	40,679,942
EXPENDITURES						
Current:						
Instruction	26,667,294	88,734,209	34,953,203	53,781,006	39%	20,468,705
Student Support Services	10,732,492	33,754,140	11,229,607	22,524,533	33%	7,459,351
Instructional Media Services	-	44,136	44,136	-	100%	29,360
Instruction and Curriculum Development Services	4,468,674	9,965,405	6,605,635	3,359,770	66%	5,715,892
Instructional Staff Training Services	3,907,814	10,681,036	5,202,508	5,478,528	49%	4,363,065
Board	526,858	1,077	1,077	-	100%	-
Instruction Related Technology	2,921	91,310	73,364	17,946	80%	62,242
General Administration	3,188,960	8,138,213	2,949,469	5,188,744	36%	1,563,172
School Administration	-	391,730	339,970	51,760	87%	71,842
Facility Acquisition & Construction	-	10,765	10,765	-	100%	-
Fiscal Services	172,822	727,581	76,696	650,885	11%	56,046
Food Services	-	280,890	280,890	-	100%	-
Central Services	130,705	149,040	149,036	4	100%	3,142
Student Transportation Services	90,129	2,832,879	268,094	2,564,785	9%	271,467
Operation of Plant	191,991	3,144,808	799,947	2,344,861	25%	615,436
Maintenance of Plant	300,000	105,387	101,115	4,272	96%	-
Admin Technology Services	920,955	2,246,128	304,770	1,941,358	14%	222
Community Services	-	73,027	1,077	71,950	1%	-
Total Expenditures	51,301,615	161,371,761	63,391,359	97,980,402	39%	40,679,942
Excess (Deficiency) of Revenues Over (Under) Expenditures	14,971,775	15,892,095	9,680,785	6,211,310		-
OTHER FINANCING SOURCES (USES)						
Transfers Out:						
To General Fund	(14,971,775)	(13,392,095)	(7,180,785)	(6,211,310)	54%	-
To Internal Service Fund	-	(2,500,000)	(2,500,000)	-	100%	-
Total Other Financing Sources (Uses)	(14,971,775)	(15,892,095)	(9,680,785)	(6,211,310)		-
Net Change in Fund Balance	-	-	-	-		-
Fund Balance, Beginning	-	-	-	-		-
Fund Balance, Ending	$ -	$ -	$ -	$ -		$ -

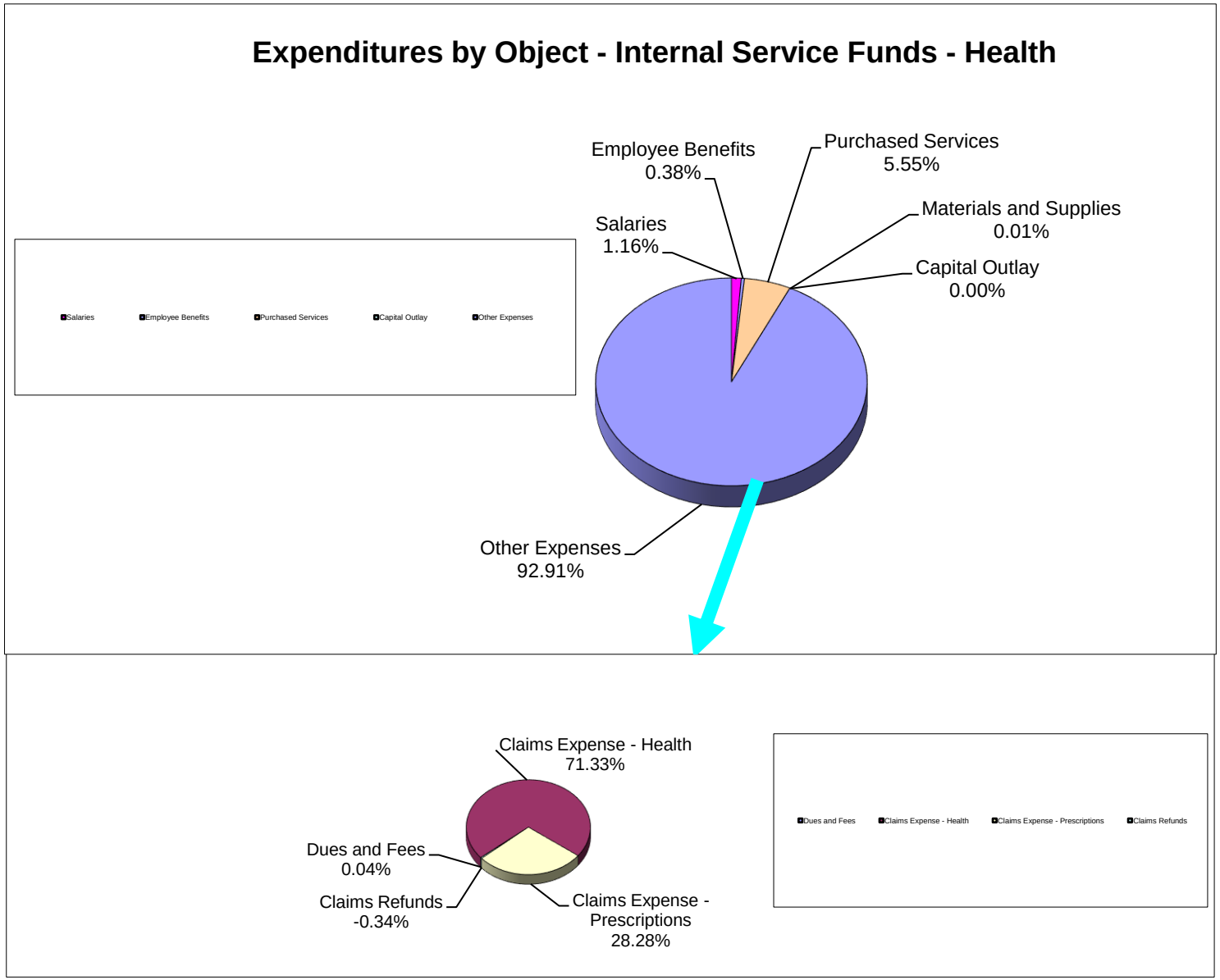
*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.

Expenditures by Function - Other Special Revenue Funds



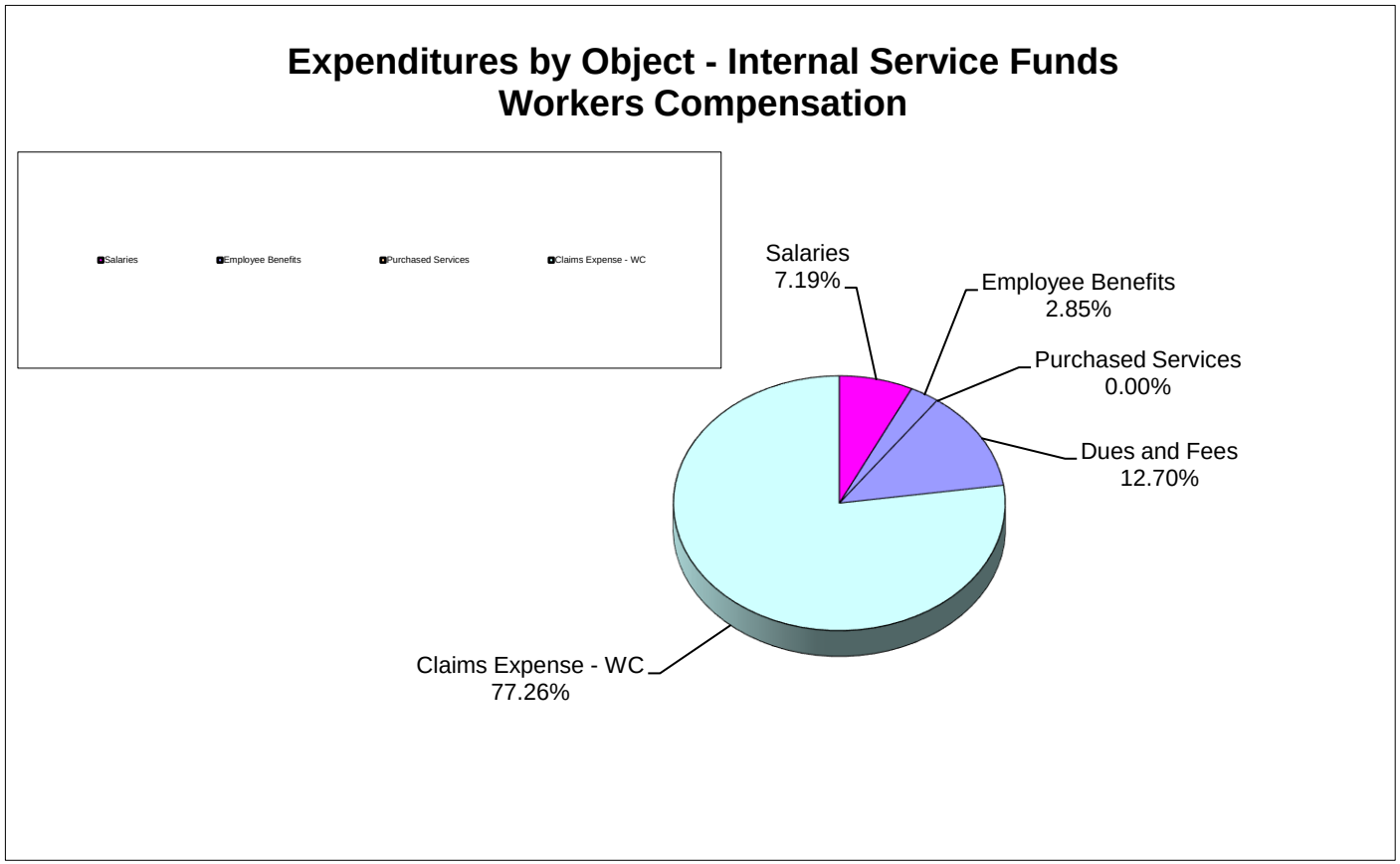
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Net Position
Internal Service Funds - Health
For Month Ended May 31, 2022

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual May 2021
REVENUES						
Operating Revenues:						
Premium - Employer	$ 47,461,000	$ 34,125,000	$ 34,027,159	$ (97,841)	100%	$ 31,319,571
Premium - Employee	-	11,818,665	11,914,928	96,263	101%	10,494,121
Premium - Retiree	-	1,450,000	1,229,373	(220,627)	85%	1,319,644
Premium - Leave/COBRA	-	400,000	392,056	(7,944)	98%	373,346
Miscellaneous Local Revenue	-	-	-	-		199,993
Refund of Prior Year Expenditure	-	-	-	-		4,374,746
Total Operating Revenues	47,461,000	47,793,665	47,563,516	(230,149)	100%	48,081,421
Total Revenues	47,461,000	47,793,665	47,563,516	(230,149)	100%	48,081,421
EXPENDITURES						
Operating Expenditures:						
Salaries		618,450	564,142	54,308	91%	596,941
Employee Benefits		400,302	184,184	216,118	46%	164,643
Purchased Services	4,669,964	3,800,517	2,702,010	1,098,507	71%	2,470,810
Materials and Supplies	-	3,500	2,458	1,042	70%	2,006
Capital Outlay	-	-	-	-		-
Other Expenses:						
Dues and Fees	-	40,000	19,782	20,218	49%	19,120
Subs for ATD	-	-	-	-		-
Claims Expense - Health	51,098,000	40,324,686	32,492,960	7,831,726	81%	32,274,602
Claims Expense - Prescriptions	-	14,074,446	12,880,956	1,193,490	92%	12,279,286
E&O Claims	-	-	-	-		-
Claims Refunds - Health	-	-	-	-		-
Claims Refunds - Prescriptions	-	(156,504)	(156,504)	-	100%	(120,996)
Total Other Expenses	51,098,000	54,282,628	45,237,194	9,045,434	83%	44,452,012
Total Expenditures	55,767,964	59,105,397	48,689,988	10,415,409	82%	47,686,412
Operating Income (Loss)	(8,306,964)	(11,311,732)	(1,126,472)	10,185,260		395,009
Transfers In:						
From Special Revenue		5,500,000	5,500,000	-		-
Change in Net Position	(8,306,964)	(5,811,732)	4,373,528	10,185,260		395,009
Net Position, Beginning	11,678,999	11,678,999	11,678,999	-		14,614,914
Net Position, Ending	$ 3,372,035	$ 5,867,267	$ 16,052,527	$ 10,185,260		$ 15,009,923


Expenditures by Object - Internal Service Funds - Health
Salaries
Employee Benefits
Purchased Services
Capital Outlay
Other Expenses
Employee Benefits 0.38%
Purchased Services 5.55%
Materials and Supplies 0.01%
Salaries 1.16%
Capital Outlay 0.00%
Other Expenses 92.91%
Claims Expense - Health 71.33%
Dues and Fees 0.04%
Claims Refunds -0.34%
Claims Expense - Prescriptions 28.28%
Dues and Fees
Claims Expense - Health
Claims Expense - Prescriptions
Claims Refunds

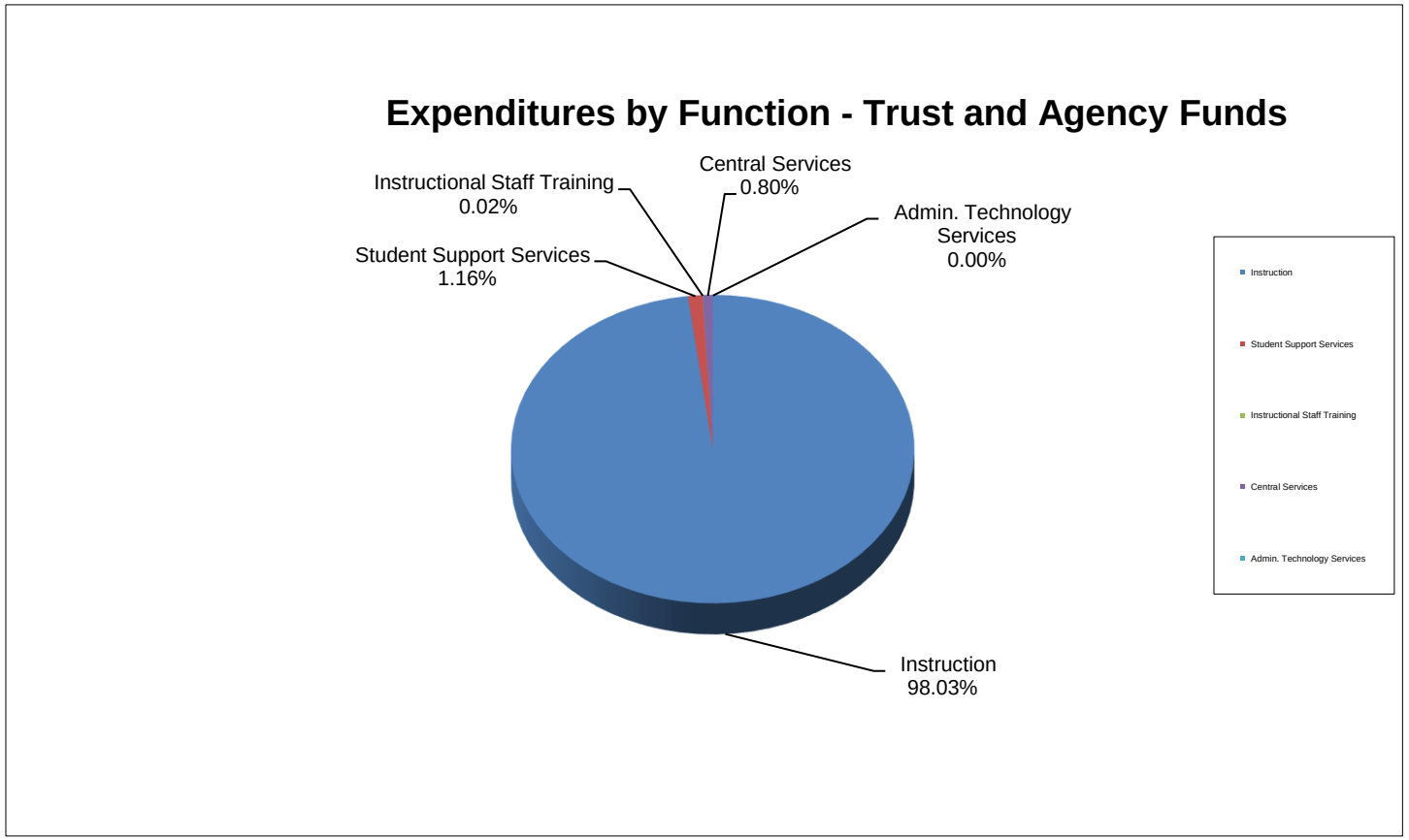
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Net Position
Internal Service Funds - Workers Compensation
For Month Ended May 31, 2022

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual May 2021
REVENUES						
Operating Revenues:						
Premium - Employer	$ 2,605,900	$ 2,680,394	$ 2,699,593	$ 19,199	101%	$ 924,750
Total Operating Revenues	2,605,900	2,680,394	2,699,593	19,199	101%	924,750
Total Revenues	2,605,900	2,680,394	2,699,593	19,199	101%	924,750
EXPENDITURES						
Operating Expenditures:						
Salaries	-	224,835	165,250	59,585	73%	202,583
Employee Benefits	-	92,357	65,592	26,765	71%	71,947
Purchased Services	623,494	-	-	-		-
Other Expenses:						
Dues and Fees	-	325,000	292,073	32,927	90%	299,332
Claims Expense - Workers' Comp	2,000,000	2,202,177	1,931,121	271,056	88%	1,586,429
Claims Refund	-	(149,076)	(154,475)	5,399	104%	(150,611)
Total Other Expenses	2,000,000	2,378,101	2,068,719	309,382	87%	1,735,150
Total Expenditures	2,623,494	2,695,293	2,299,561	395,732	85%	2,009,680
Operating Income (Loss)	(17,594)	(14,899)	400,032	414,931		(1,084,930)
Change in Net Position	(17,594)	(14,899)	400,032	414,931		(1,084,930)
Net Position, Beginning	2,022,148	2,022,148	2,022,148	-		3,731,541
Net Position, Ending	$ 2,004,554	$ 2,007,249	$ 2,422,180	$ 414,931		$ 2,646,611


Expenditures by Object - Internal Service Funds
Workers Compensation
Salaries
Employee Benefits
Purchased Services
Claims Expense - WC
Salaries
7.19%
Employee Benefits
2.85%
Purchased Services
0.00%
Dues and Fees
12.70%
Claims Expense - WC
77.26%

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Net Position
Trust and Agency Funds
For Month Ended May 31, 2022

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual May 2021
REVENUES						
Miscellaneous Federal Direct:						
Federal Direct	$ 215,000	$ 221,425	$ 221,425	$ -	100%	$ 215,427
Total Federal Direct	215,000	221,425	221,425	-	100%	215,427
Local:						
Gifts, Grants, & Bequests	-	2,661	2,661	-	100%	30,145
Financial Aid Fees	287,996	297,138	315,987	18,849	106%	208,155
Other Miscellaneous Local Sources	115,000	207,237	209,337	2,100	101%	163,938
Total Local	402,996	507,036	527,985	20,949	104%	402,238
Total Revenues	617,996	728,461	749,410	20,949	103%	617,665
EXPENDITURES						
Instruction	619,280	712,034	422,902	289,132	59%	556,550
Student Support Services	39,610	40,510	5,012	35,498	12%	14,773
Instructional Staff Training	-	1,500	72	1,428	5%	-
Central Services	16,023	16,284	3,430	12,854	21%	4,196
Student Transportation Services	-	-	-	-		-
Admin. Technology Services	-	-	-	-		64,270
Total Expenditures	674,913	770,328	431,416	338,912	56%	639,789
Change in Net Position	(56,917)	(41,867)	317,994	359,861		(22,124)
Net Position, Beginning	600,754	600,754	600,754	-		653,947
Net Position, Ending	$ 543,837	$ 558,887	$ 918,748	$ 359,861		$ 631,823


Expenditures by Function - Trust and Agency Funds
Instructional Staff Training
0.02%
Central Services
0.80%
Admin. Technology
Services
0.00%
Student Support Services
1.16%
Instruction
98.03%
Instruction
Student Support Services
Instructional Staff Training
Central Services
Admin. Technology Services

SCHOOL BOARD

Rev. James Golden
Chair

Gina Messenger
Vice Chair

Chad Choate III
Mary Foreman
Charlie Kennedy

SUPERINTENDENT

Cynthia Saunders

SCHOOL DISTRICT OF MANATEE COUNTY

MEMORANDUM

DATE: 6/27/2022

TO: Cynthia Saunders, Superintendent

FROM: Tim Bargeron, Deputy Superintendent of Business Services

SUBJECT: Certification of Monthly Bank Reconciliation (05/31/22)

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

Also available (upon request) are the cash ledger and bank statement summaries that support the "book" and "bank" amounts in the reconciliation, and also screenshots, from the PeopleSoft Treasury module, proving that the May 31, 2022 book-to-bank reconciliation has been completed, with $0 variance.

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

AGENDA ITEM NO. 4.3

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing

Title
Year-to-Date Charter School Financial Statement Summary Through May 31, 2022

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

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

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

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

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Contact
Submitting Department: Business Services
Initiated By: Tim Bargeron

Attachments:
Charter Schools Financial Report Summary May 2022

School District of Manatee County
Summary of Charter School Financial Reports
Fiscal Year 2020-21
School District of Manatee County
Summary of Charter School Financial Reports
Fiscal Year 2021-22

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2101 - Manatee School for the Arts & Sciences												
Fund Balance July 1, 2021	$ 356,761.00	$ 356,761.00	$ 356,761.00	$ 356,761.00	$ 356,761.00	$ 356,761.00	$ 356,761.00	$ 356,761.00	$ 356,761.00	$ 356,761.00	$ 356,761.00	
Revenue	78,383.00	175,042.00	270,223.00	385,348.00	486,517.00	579,353.00	685,849.00	742,881.00	820,201.00	919,772.00	1,002,048.00	
Expense	(8,391.00)	(119,131.00)	(219,533.00)	(343,427.00)	(460,003.00)	(566,851.00)	(669,695.00)	(770,230.00)	(867,261.00)	(923,810.00)	(1,036,541.00)	
Transfers												
Fund Balance, Ending	$ 426,753.00	$ 412,672.00	$ 407,451.00	$ 398,682.00	$ 383,275.00	$ 369,263.00	$ 372,915.00	$ 329,412.00	$ 309,701.00	$ 352,723.00	$ 322,268.00	$ -
2102 - Team Success*												
Fund Balance July 1, 2021	$ 2,141,546.00	$ 2,141,546.00	$ 2,141,546.00	$ 2,141,546.00	$ 2,141,546.00	$ 2,141,546.00	$ 2,141,546.00	$ 2,141,546.00	$ 2,141,546.00	$ 2,141,546.00	$ 2,141,546.00	
Revenue	-		2,084,748.00			$ 4,582,042.00			7,302,938.00			
Expense	-		(2,134,826.00)			(4,513,902.00)			(6,736,302.00)			
Transfers	-		(196,640.00)			(114,729.00)			(222,899.00)			
Fund Balance, Ending	$ -	$ -	$ 1,894,828.00	$ -	$ -	$ 2,094,957.00	$ -	$ -	$ 2,485,283.00	$ -	$ -	$ -
2104 - Manatee School for the Arts												
Fund Balance July 1, 2021	$ 5,220,250.00	$ 5,220,250.00	$ 5,220,250.00	$ 5,220,250.00	$ 5,220,250.00	$ 5,220,250.00	$ 5,220,250.00	$ 5,220,250.00	$ 5,220,250.00	$ 5,220,250.00	$ 5,220,250.00	
Revenue	1,116,010.00	2,477,543.00	4,228,594.00	5,591,707.00	6,926,634.00	8,254,652.00	9,647,494.00	$ 11,096,435.00	12,734,198.00	14,187,446.00	15,790,859.00	
Expense	(416,767.00)	(1,482,865.00)	(2,800,038.00)	(4,161,323.00)	(6,000,589.00)	(6,587,277.00)	(7,841,048.00)	(9,099,957.00)	(10,424,260.00)	(11,865,376.00)	(13,090,982.00)	
Transfers												
Fund Balance, Ending	$ 5,919,493.00	$ 6,214,928.00	$ 6,648,806.00	$ 6,650,634.00	$ 6,146,295.00	$ 6,887,625.00	$ 7,026,696.00	$ 7,216,728.00	$ 7,530,188.00	$ 7,542,320.00	$ 7,920,127.00	$ -
2120 - Rowlett Middle Academy												
Fund Balance July 1, 2021	$ (28,103.00)	$ (28,103.00)	$ (28,103.00)	$ (28,103.00)	$ (28,103.00)	$ (28,103.00)	$ (28,103.00)	$ (28,103.00)	$ (28,103.00)	$ (28,103.00)	$ (28,103.00)	
Revenue	373,630.62	817,002.27	1,383,319.62	1,825,173.77	2,392,315.37	2,849,026.27	3,478,703.13	4,014,589.16	4,613,684.50	5,139,066.84	5,675,691.89	
Expense	(390,325.94)	(829,850.51)	(1,322,286.85)	(1,746,548.46)	(2,279,765.05)	(2,766,157.26)	(3,355,145.37)	(3,763,939.43)	(4,172,958.25)	(4,606,544.91)	(5,097,981.45)	
Transfers	(79,631.43)	(45,182.20)	(10,163.89)	(22,742.18)	(24,628.77)	(21,613.19)	(18,843.75)	(7,711.77)	(30,125.90)	(15,341.27)	13,030.99	
Fund Balance, Ending	$ (124,429.75)	$ (86,133.44)	$ 22,765.88	$ 27,780.13	$ 59,818.55	$ 33,152.82	$ 76,611.01	$ 214,834.96	$ 382,497.35	$ 489,077.66	$ 562,638.43	$ -
2121 - Manatee Charter School												
Fund Balance July 1, 2021	$ 31,812.00	$ 31,812.00	$ 31,812.00	$ 31,812.00	$ 31,812.00	$ 31,812.00	$ 31,812.00	$ 31,812.00	$ 31,812.00	$ 31,812.00	$ 31,812.00	
Revenue	295,070.86	$ 809,276.53	1,479,479.72	1,486,521.72	1,940,804.71	2,360,187.81	2,871,063.19	3,168,006.96	3,768,648.53	4,462,032.88	4,715,548.90	
Expense	(228,884.10)	(694,227.96)	(1,176,827.28)	(1,183,869.28)	(1,548,353.31)	(1,877,937.45)	(2,299,013.87)	(2,492,932.35)	(2,927,266.68)	(3,573,885.05)	(3,735,764.71)	
Transfers	(66,006.96)	(129,673.92)	(219,472.88)	(309,271.84)	(399,070.80)	(488,869.76)	(578,668.72)	(672,906.78)	(763,707.92)	(902,253.41)	(993,890.06)	
Fund Balance, Ending	$ 31,991.80	$ 17,186.65	$ 114,991.56	$ 25,192.60	$ 25,192.60	$ 25,192.60	$ 25,192.60	$ 33,979.83	$ 109,485.93	$ 17,706.42	$ 17,706.13	$ -
2122 - Oasis Middle School												
Fund Balance July 1, 2021	$ 409,121.00	$ 409,121.00	$ 409,121.00	$ 409,121.00	$ 409,121.00	$ 409,121.00	$ 409,121.00	$ 409,121.00	$ 409,121.00	$ 409,121.00	$ 409,121.00	
Revenue	138,992.00	201,918.00	283,205.00	366,255.00	441,522.00	509,952.00	651,038.00	602,711.00	642,409.00	689,089.00	752,397.00	
Expense	(70,115.00)	(136,805.00)	(201,728.00)	(269,344.00)	(333,880.00)	(403,761.00)	(540,077.00)	(539,209.00)	(608,338.00)	(681,921.00)	(761,017.00)	
Transfers												
Fund Balance, Ending	$ 477,998.00	$ 474,234.00	$ 490,598.00	$ 506,032.00	$ 516,763.00	$ 515,312.00	$ 520,082.00	$ 472,623.00	$ 443,192.00	$ 416,289.00	$ 400,501.00	$ -
2123 - Imagine Charter - North Manatee												
Fund Balance July 1, 2021	$ 239,352.00	$ 239,352.00	$ 239,352.00	$ 239,352.00	$ 239,352.00	$ 239,352.00	$ 239,352.00	$ 239,352.00	$ 239,352.00	$ 239,352.00	$ 239,352.00	
Revenue	277,756.55	668,093.60	1,128,095.42	1,600,102.86	2,045,764.93	2,755,079.42	3,183,409.67	3,867,950.40	4,038,969.48	4,729,474.10	5,077,069.21	
Expense	(184,913.34)	(590,184.82)	(1,008,649.98)	(1,572,673.54)	(1,949,511.06)	(2,444,401.62)	(2,808,448.03)	(3,177,434.18)	(3,557,395.68)	(3,966,195.34)	(4,427,910.07)	
Transfers	(96,514.24)	(108,279.48)	(169,844.69)	(264,780.32)	(333,604.87)	(548,028.80)	(452,841.42)	(524,931.19)	(619,841.89)	(762,734.70)	(886,510.14)	
Fund Balance, Ending	$ 235,680.97	$ 208,981.30	$ 188,952.75	$ 2,001.00	$ 2,001.00	$ 2,001.00	$ 161,472.22	$ 404,937.03	$ 101,083.91	$ 239,896.06	$ 2,001.00	$ -
2124 - Imagine Charter- Lakewood Ranch												
Fund Balance July 1, 2021	$ 2,721.00	$ 2,721.00	$ 2,721.00	$ 2,721.00	$ 2,721.00	$ 2,721.00	$ 2,721.00	$ 2,721.00	$ 2,721.00	$ 2,721.00	$ 2,721.00	
Revenue	311,473.35	760,437.72	1,117,989.91	1,626,405.54	2,079,377.80	2,382,547.91	2,712,280.46	3,212,246.83	3,455,801.73	3,835,342.81	4,238,709.15	
Expense	(279,801.30)	(713,794.83)	(1,103,420.94)	(1,594,947.06)	(1,975,695.78)	(2,333,980.91)	(2,740,143.26)	(3,223,026.08)	(3,502,443.89)	(3,900,417.10)	(4,322,613.57)	
Transfers	(31,672.05)	(46,642.89)	(14,568.97)	(31,458.48)	(103,682.02)	(48,567.00)	27,863.80	10,779.93	46,642.16	65,074.29	83,904.42	
Fund Balance, Ending	$ 2,721.00	$ 2,721.00	$ 2,721.00	$ 2,721.00	$ 2,721.00	$ 2,721.00	$ 2,722.00	$ 2,721.68	$ 2,721.00	$ 2,721.00	$ 2,721.00	$ -
2131 - Palmetto Charter School*												
Fund Balance July 1, 2021	$ 1,122,455.00	$ 1,122,455.00	$ 1,122,455.00	$ 1,122,455.00	$ 1,122,455.00	$ 1,122,455.00	$ 1,122,455.00	$ 1,122,455.00	$ 1,122,455.00	$ 1,122,455.00	$ 1,122,455.00	
Revenue	-	-	713,195.66	-	-	1,537,778.43			2,785,527.04			
Expense	-	-	(729,650.60)	-	-	(1,546,745.24)			(2,758,549.89)			
Transfers												
Fund Balance, Ending			$ 1,106,000.06	$ -	$ -	$ 1,113,488.19	$ -	$ -	$ 1,149,432.15			$ -
2141 - State College of FL Collegiate School*												
Fund Balance July 1, 2021	$ 1,651,680.00	$ 1,651,680.00	$ 1,651,680.00	$ 1,651,680.00	$ 1,651,680.00	$ 1,651,680.00	$ 1,651,680.00	$ 1,651,680.00	$ 1,651,680.00	$ 1,651,680.00	$ 1,651,680.00	
Revenue	-		898,901.00			1,812,802.00			$ 2,776,640.00			
Expense	-		(627,880.00)			(1,589,893.00)			(2,319,282.00)			
Transfers	-											
Fund Balance, Ending		$ -	$ 1,922,701.00	$ -	$ -	$ 1,874,589.00	$ -	$ -	$ 2,109,038.00	$ -		$ -
2161 - Visible Men Academy												
Fund Balance July 1, 2021	$ 557,842.00	$ 557,842.00	$ 557,842.00	$ 557,842.00	$ 557,842.00	$ 557,842.00	$ 557,842.00	$ 557,842.00	$ 557,842.00	$ 557,842.00	$ 557,842.00	
Revenue	150,316.86	267,929.65	348,836.18	502,699.40	589,327.70	782,346.89	872,558.43	916,034.55	1,277,827.23	1,408,425.66	1,764,211.68	
Expense	(151,533.38)	(328,355.20)	(490,990.77)	(679,640.25)	(840,872.65)	(986,403.74)	(1,080,395.13)	(1,189,951.61)	(1,361,839.25)	(1,473,884.36)	(1,652,884.87)	
Transfers												
Fund Balance, Ending	$ 556,625.48	$ 497,416.45	$ 415,687.41	$ 380,901.15	$ 306,297.05	$ 353,785.15	$ 350,005.30	$ 283,924.94	$ 473,829.98	$ 492,383.30	$ 669,168.81	$ -
2171 - Rowlett Academy for Arts - Elementary*												
Fund Balance July 1, 2021	$ 778,101.00	$ 778,101.00	$ 778,101.00	$ 778,101.00	$ 778,101.00	$ 778,101.00	$ 778,101.00	$ 778,101.00	$ 778,101.00	$ 778,101.00	$ 778,101.00	
Revenue	557,277.06	1,204,201.05	1,872,796.90	2,560,396.52		3,850,968.83			5,949,701.28			
Expense	(789,817.59)	(1,422,559.35)	(2,241,878.93)	(2,940,787.33)		(4,292,910.62)			(6,346,987.71)			
Transfers	18,786.62	(36,816.75)	(89,101.19)	(100,737.71)		(106,614.00)			(113,848.20)			
Fund Balance, Ending	$ 564,347.09	$ 522,925.95	$ 319,917.78	$ 296,972.48	-	$ 229,545.21			$ 266,966.37			$ -
2181 - Parrish Charter Academy												
Fund Balance July 1, 2021	$ 453,198.00	$ 453,198.00	$ 453,198.00	$ 453,198.00	$ 453,198.00	$ 453,198.00	$ 453,198.00	$ 453,198.00	$ 453,198.00	$ 453,198.00	$ 453,198.00	
Revenue	325,806.00	677,053.00	1,042,919.00	1,402,635.00	1,758,856.00	2,123,608.00	2,718,507.00	3,056,775.00	3,481,157.00	3,807,955.00	4,182,325.00	
Expense	(317,622.00)	(647,991.00)	(1,029,765.00)	(1,343,097.00)	(1,655,603.00)	(2,070,898.00)	(2,578,701.00)	(2,848,353.00)	(3,199,099.00)	(3,401,959.00)	(3,771,532.00)	
Transfers	(132.00)	(412.00)	(636.00)	(844.00)	(1,091.00)	(1,380.00)	(1,677.00)	(1,908.00)	(2,353.00)	18,389.00	17,692.00	
Fund Balance, Ending	$ 461,250.00	$ 481,848.00	$ 465,716.00	$ 511,892.00	$ 555,360.00	$ 504,528.00	$ 591,327.00	$ 659,712.00	$ 732,903.00	$ 877,583.00	$ 881,683.00	$ -

***Quarterly Reports/High Performing**

NOTE: This is a summary of the unaudited financial statements of the Charter Schools. For audited financial statements, please refer to the Florida Department of Education.

AGENDA ITEM NO. 5.1

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
MCR Health Gratitude Award

Executive Summary
The School Board recognizes MCR Health and Patrick Carnegie, President and CEO, for the health services they provide throughout Manatee County. MCR Health has been a critical and trusted partner of the School District of Manatee County throughout the COVID-19 crisis and has helped find innovative ways to provide health services to our students and employees.

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

Inclusive Culture & Engagement | Goal 4
Enhance parent and community engagement.

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

AGENDA ITEM NO. 5.2

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Bishop Parker Foundation

Executive Summary
The School Board recognizes the Bishop Parker Foundation and Executive Director Adell Erozer for a grant to help Daughtrey Elementary School become the second Community Partnership School in Manatee County. In 2019, Manatee Elementary became the first Community Partnership School in the Tampa Bay area. The grant is being donated through the Manatee Education Foundation.

Community Partnership Schools bring together four core partners (a school district; a college or university; a non-profit organization; a health-care provider) to provide support and services to the school and surrounding community related to poverty, homelessness, hunger, and other impediments to education.

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

Inclusive Culture & Engagement | Goal 4
Enhance parent and community engagement.

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

AGENDA ITEM NO. 6.1

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing

Title
Agenda Amendments - *updated July 26, 2022*

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

Agenda amended on Tuesday, July 26, 2022, to **remove** Consent Agenda item*, Approval of Palmetto High School - Partial Replacement - Agreement Between Owner and Bureau Veritas North America, Inc., in the Amount of $189,075.00.*

Agenda amended on Tuesday, July 26, 2022, to **remove** New Business (Non-Consent) item*, Approval of Educational Plant Supplemental Survey 6.2, Disposal of 202 13th Avenue East, Bradenton, No Financial Impact.*

Agenda amended on Tuesday, July 26, 2022, to **remove** New Business (Non-Consent) item, *Approval of Resolution 2022-03 for 202 13th Avenue East, Bradenton - Surplus and Disposal of Real Property, No Financial Impact.*

Agenda amended on Tuesday, July 26, 2022, to **remove** New Business (Non-Consent) item, *Approval of the Agreement of Purchase and Sale of the Former Bradenton Middle School Property with Charter School Holdings, LLC, No Financial Impact.*

Agenda amended on Thursday, July 21, 2022, to **add** Consent Agenda item*, Approval to Apply, Accept, and Expend the Title IX, Part A Education of Homeless Children and Youth Project Modified Grant for the 2022-2023 School Year, in the Amount of $157,200.00.*

Agenda amended on Thursday, July 21, 2022, to **update** Title and Executive Summary and **add** attachments to Public Hearing item, *Approval of Adopting the 2022-2023 Tentative Millage Rate of 6.5220.*

Agenda amended on Thursday, July 21, 2022, to **update** Title and Executive Summary and **add** attachments to Public Hearing item, *Approval of Adopting the 2022-2023 Tentative Budget, in the Amount of $1,138,000,908.*

Agenda amended on Thursday, July 21, 2022, to **update** and **add** attachments to Public Hearing item, *Public Hearing 2022-2023 Tentative Millage and Tentative Budget.*

Contact
Submitting Department: School Board
Initiated By: Chair Golden

AGENDA ITEM NO. 7.1

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing

Title
Public Hearing on the Proposed Changes to the Student Progression Plan for the 2022-2023 School Year

Executive Summary
Public hearing for the Board to hear public comments regarding the proposed changes to the Student Progression Plan Policy, and answer questions related thereto.

Contact
Submitting Department: Curriculum
Initiated by: Dr. Laurie Breslin

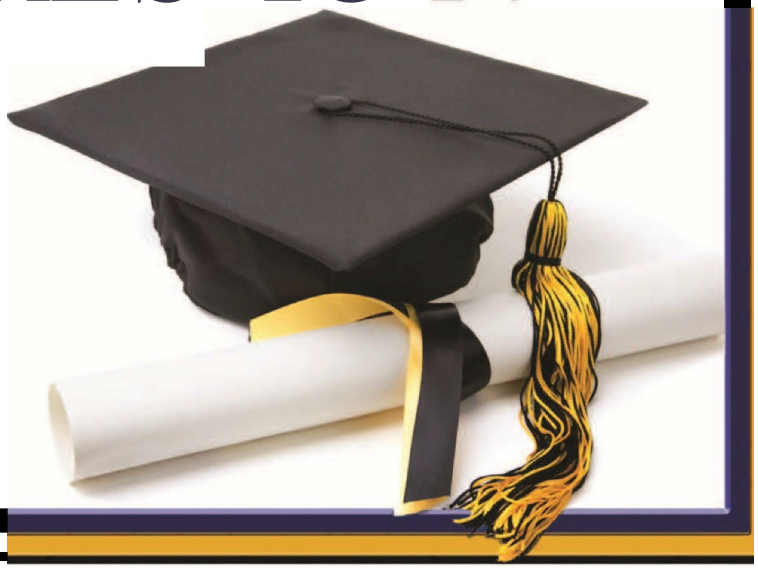
Attachments:
2022-2023 SPP Draft Redlined
2022-2023 SPP Change Summary

2022-2023

K-12



STUDENT PROGRESSION PLAN



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Student Progression Plan Notice

The School Board has the authority to adopt rules for implementing the student progression requirements for students in grades kindergarten through 12. The Student Progression Plan for Manatee County defines the criteria for graduation, participation in graduation, promotion, intensive remediation, course offerings, evaluating student performance, and reporting to students and parents. The Student Progression Plan for Manatee County has been developed based on Florida Statutes and current and local needs.

Changes may be made to the School District of Manatee County Student Progression Plan at any time pending new legislation or interpretation of legislation from the Florida Department of Education.

In the event of a situation which significantly alters the standard process for delivering education, such as natural disasters, pandemics, etc., the School District of Manatee County reserves the right to amend policies and procedures to allow for the continued education, articulation and graduation of students.

For purposes of this document, pursuant to Florida Statute, "Parent" is either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of the parent (FS 1000.21(5)).

For more information, see Florida Department of Education website – www.fldoe.org.

School District of Manatee County
215 Manatee Avenue West
Bradenton, Florida 34205
(941) 708-8770

Table of Contents

GENERAL INFORMATION (K-12), SECTION 4.9 11

I. Admission and Enrollment 11

A. First Enrollment 11

B. Entry from another Manatee County School 33

C. Entry from a Public or Private School Within Florida 44

D. Entry from Home Education 55

E. Over Age Students Who Interrupt Their Education 55

F. School Choice Options 66

G. Homeless Students 77

H. Transfer Students from Out of Country 99

I. State Uniform Transfer of Credit Guidelines for Middle School 99

J. State Uniform Transfer of Credit Guidelines for High School Credit Courses 1010

II. Withdrawals 1111

A. Withdrawal to a School Outside of the District 1111

B. Withdrawal to a School within the District 1111

III. Reporting and Notification 1111

A. Annual Reporting 1111

B. Allocation of Resources 1212

C. Participation in District and State Assessments 1212

D. Reporting to Parents 1212

E. Report Card 1212

F. Progress Reports 1313

IV. General Curriculum Information 151514

A. Curriculum Additions or Modifications 151514

B. District Homework Guidelines 151514

C. Multi-tiered System of Supports (MTSS) 151514

D. Intervention, Remediation and Progress Monitoring ..... 1616~~15~~
E. Career and Technical Education Course Offerings ..... 202~~019~~

ELEMENTARY SCHOOL EDUCATION (GRADES K-5), SECTION 4.9.1 ..... 222~~221~~

I. Program of Studies Grades K-5 ..... 222~~221~~

A. English Language Arts (ELA) ..... 232~~322~~
B. Physical Education (PE) and Recess ..... 232~~322~~
C. K-5 Academically Challenging Curriculum to Enhance Learning (ACCEL) ..... 242~~423~~

II. Promotion and Good Cause Placements ..... 252~~524~~

A. Promotion Requirements ..... 252~~524~~
B. Good Cause Criteria for K-2 ..... 262~~624~~
C. Good Cause Criteria for Grade 3 ..... 262~~625~~
D. Good Cause Criteria for Grades 4-5 ..... 292~~927~~
E. Summer School Promotion ..... 292~~927~~

III. Intensive Intervention ..... 292~~927~~

A. Parent Notification of a Reading Deficiency for Students Grades K-5 (F.S. 1008.25) 292~~927~~
B. Services for Students Retained in Grade 3 ..... 313~~128~~
C. Services for Students Promoted to Grade 4 with a Good Cause Exemption ..... 313~~129~~

MIDDLE SCHOOL EDUCATION (GRADES 6-8), SECTION 4.9.2 ..... 333~~330~~

I. Program of Studies Grades 6-8 ..... 333~~330~~

A. Course Offerings ..... 333~~330~~
B. Required Courses ..... 343~~431~~
C. Physical Education ..... 343~~431~~
D. Career Research Course ..... 353~~532~~
E. Required Remediation ..... 373~~633~~
F. Advancement Via Individual Determination (AVID) ..... 373~~733~~
G. Academically Challenging Curriculum to Enhance Learning (ACCEL) ..... 373~~733~~

II. Promotion and Retention ..... 383~~734~~

A. Promotion Requirements ..... 383~~734~~
B. Middle School Grading ..... 393~~835~~

III. Transfer Students ..... 414~~137~~

A. Transfer Grade Policy 4141137
B. Virtual School Transfers 4241138
IV. Course Acceleration and Enrichment 424238
A. High School Credit Courses Offered in Middle School 424238
B. District Criteria for Enrollment in High School Credit Courses 444339
C. Awarding Grades and Credits for High School Credit Courses in Middle School 454441
D. District Criteria for Enrollment in Advanced Middle School Courses 484743
E. Credit Acceleration Program (CAP) 484844
F. Grade Forgiveness Policy 494844
G. Alternative Education Programs and the Department of Juvenile Justice 494845
HIGH SCHOOL EDUCATION (GRADES 9-12), SECTION 4.9.3 505046
I. Program of Studies Grades 9-12 505046
II. Grades and Credits 505046
A. Grading Scale 505046
B. Semester Grades 515147
C. Makeup Work 535348
D. Grade Point Average 535348
E. Class Rank 535349
F. Honors Recognition 555550
G. Grade Forgiveness 555550
H. Credits 565652
III. Promotion 585853
A. Promotion Guidelines 585853
IV. Acceleration and Enrichment 585853
A. Advanced Placement (AP) 595954
B. AP Capstone™ 595954
C. International Baccalaureate (IB) 595954
D. Cambridge Advanced International Certificate of Education (AICE) 606055
E. Early High School Graduation. 606055
F. Advancement Via Individual Determination (AVID) 606055

G. Middle School Dual Enrollment ..... 6161~~56~~
H. Dual Enrollment and Early Admission ..... 6161~~56~~
I. Credit by Examination ..... 6464~~59~~
J. College and University Programs ..... 6464~~59~~
K. Academically Challenging Curriculum to Enhance Learning (ACCEL) ..... 6464~~59~~
L. Credit Acceleration Program (CAP) ..... 6565~~60~~

V. Graduation Requirements ..... 6565~~60~~

A. General Information ..... 6666~~60~~
B. Change in Graduation Requirements ..... 6666~~61~~
C. Participation in the Graduation Ceremony ..... 6666~~61~~
D. Summer Graduation ..... 6767~~62~~
E. Graduation Requirements: Standard Diploma ..... 6767~~62~~
F. Credit Requirements: Standard Diploma. ..... 6969~~64~~
G. Course Information ..... 7171~~66~~
H. Assessment Requirements ..... 7575~~69~~

VI. Diploma Options ..... 7979~~72~~

A. ACCEL Diploma ..... 7979~~72~~
B. Diploma Equivalency Options ..... 7979~~72~~
C. Certificate of Completion ..... 8282~~75~~

VII. Exceptional Student Education ..... 8383~~76~~

A. Standard Diploma Pathways ..... 8383~~76~~
B. CTE Course Substitutions for Graduation Requirements ..... 8787~~79~~
C. Deferral of Standard Diploma ..... 8787~~79~~
D. Certificate of Completion ..... 8888~~80~~
E. ESE Assessment Requirements ..... 8888~~80~~

VIII. English for Speakers of other Languages (ESOL) ..... 8989~~81~~

IX. College Readiness ..... 8989~~81~~

X. Exit Interviews ..... 9090~~82~~

K-12 VIRTUAL EDUCATION, SECTION 4.9.3 ..... 9191~~83~~

I. Virtual Programs ..... 9191~~83~~

A. Policy ..... 9191~~83~~
B. Virtual Education Programs ..... 9191~~83~~
C. Full-time Virtual Education Options ..... 9393~~85~~
D. Part-time Virtual Education Options ..... 9494~~86~~
E. General Information ..... 9595~~87~~
Appendix A ..... **9797~~89~~**
Intensive Instruction Waiver Request ..... **9797~~89~~**
Appendix B ..... **9910~~0~~091**
2020-2021 Curriculum, Instruction, and Assessment Decision Tree ..... **9910~~0~~091**
Appendix C… **96**
Health Education… **96**

General Information (K-12), Section 4.9

I. Admission and Enrollment

To enroll a student in school in the School District of Manatee County (SDMC), the parent must have physical custody of the student at least 50% of the time and certify to that fact on the enrollment form. The address of the enrolling parent will be used for purposes of pupil assignment to a school. If parents are separated or divorced, the student will not change schools when the student stays with the non-enrolling parent, unless there has been a documented change in custody. For the purpose of this policy, the term "parent" is defined as either or both biological or adoptive parents of a student, or any legal guardian of a student. The term "legal guardian" includes any guardian established by court order or a guardian-in-fact established by the filing of a proper Guardianship Affidavit with the District. Step-parents have no legal rights regarding enrollment and school activities, unless guardianship to act on behalf of the spouse is established. A "change in custody" occurs when a child who was living with the enrolling parent at least 50% of the time, no longer lives with the enrolling parent at least 50% of the time. The enrolling parent will not be changed unless both parents agree, changes to the parenting plan or other legal documentation is presented expressly directing this change and/or there is a change of address outside of the zoned school boundary. Any Florida student who resides outside of Manatee County who wishes to attend the School District of Manatee County must have permission from both the school district of his or her residence and the Manatee County School District. The Superintendent or designee is authorized to give the permission. Students must apply annually. Any student who receives permission prior to the start of the school year will be granted permission for the upcoming school year only. Any student receiving permission to attend after the first day of school will be granted permission to complete the current school year only. The student must maintain acceptable attendance, discipline, and academic requirements. The student does not have a property interest in attending the school, and the Superintendent may revoke the student's permission to attend at any time.

First Enrollment

Prior to the student's first day, the school must have received the documentation detailed below as required by Section 1003.21, Florida Statutes. The Manatee School Enrollment Form may be obtained from the zoned school or from the SDMC website. Changes can only be made to this form by the enrolling parent. Students may only be released from school to those who are listed on the Pick-Up/Emergency Contact list section of the Enrollment Registration Form. The enrolling parent is responsible for notifying the school of any updates or changes to the information on the enrollment registration form.

Students who are experiencing homelessness and do not have access to the required documents, please see the information in section G. Homeless Students on page 7.

Students entering kindergarten must be five years of age on or before September 1st.

1. Verification of Age - One of the following documents must be provided:
    - An original or certified copy of child's birth certificate
    - A certificate of baptism, accompanied by parent's affidavit

- An insurance policy
- An original or certified copy of a religious ceremony certificate, accompanied by Parent's Affidavit
- A passport
- A copy of the student's school record
- An affidavit of age sworn to by parent, accompanied by a medical practitioner's statement

2. Evidence of immunization against communicable diseases

Florida law (1003.22 F.S.) requires that students attending Florida schools, (public, private and charter) have the following documentation on file in their school health records:

- Physical exam (DH-3040 or equivalent) COMPLETED and SIGNED by a health professional who is licensed in Florida or in the state where the student resided at the time of the health examination, and who is authorized to perform a general health examination under such licensure. The exam must be within the 12 months prior to your child enrolling in a Florida School. Children are not admitted to school without a physical exam. Contact your medical provider (doctor/clinic) for a school physical exam (DH-3040).
- Certificate of Immunization (DH 680) with all immunization dates/or disease date(s) completed and/or updated by the health care provider. Students entering the designated grade levels are required to show proof of these vaccines or a valid medical/religious exemption before entry into school.

3. Proof of Manatee County Residency -Schools will accept one of the following sets of documents:

- A copy of a current water bill, electric bill, lease agreement, or proof of home ownership in parent's name, with address and name of parent/legal guardian as receiving the service
- A copy of a Migrant Services Certificate of Eligibility
- An official letter from company which is providing housing with name of parent (for example, migrant camp)
- A residency letter from Project Heart Homeless Education Program to verify that a family is deemed homeless under the McKinney-Vento Act

If the parent cannot provide one of the listed requirements, all of the following are required:

- A notarized statement from the owner/lessee of the home where they are living, stating the names of all people residing at the address
- A current utility bill (power or water) with the owner/lessee's name and address
- A government issued ID with the new address or processed USPS change of address documentation

4. Academic History

The School District of Manatee County strongly encourages the enrolling parent to provide copies of any

special education records (such as IEP) that might assist in placement of students in the appropriate classes.

- Last Report Card
- Withdrawal Form
- A 1st grader who attended a private kindergarten for a full year must provide proof of attendance and successful completion of kindergarten
- Copies of any special education records (such as evaluation reports, eligibility forms, IEP, 504, or EP) that might assist in placement of students in the appropriate classes
- Transcripts are required for students with high school credit to determine progress toward graduation

Entry from another Manatee County School

Upon initial admission or entry from one attendance zone to another in SDMC, evidence of residence must be presented to the receiving school. All addresses are subject to verification by the School Board.

Parent must provide the following documents:

5. Manatee School Enrollment Form.

   Manatee School Enrollment Form may be obtained from the zoned school or from the SDMC website. Changes can only be made to this form by the enrolling parent. Students may only be released from school to those who are listed on the Pick-Up/Emergency Contact list section of the Enrollment Registration Form. The enrolling parent is responsible for notifying the school of any updates or changes to the information on the enrollment registration.

6. Proof of Manatee County Residency – Schools will accept one of the following documents:

   - A copy of a current water/electric bill, lease agreement, proof of home ownership in parent's name, with address and name of parent
   - A copy of a Migrant Services Certificate of Eligibility
   - An official letter from company which is providing housing with name of parent (for example, migrant camp)
   - A residency letter from Project Heart Homeless Education Program to verify that a family is deemed homeless under the McKinney-Vento Act

If the parent cannot provide the above requirements, all of the following are required:

- A notarized statement from the owner/lessee of the home where they are living, stating the names of all people residing at the address
- A current utility bill (power or water) with the owner/lessee's name and address
- A government issued ID with the new address or processed USPS change of address documentation

Contact the Office of Student Assignment at (941)708-4971 for additional options.

Falsification of address can make a student ineligible for high school athletics for one (1) calendar year.

7. Withdrawal form from previous school.

Entry from a Public or Private School Within Florida

Parent must provide the following documents:

8. Manatee School Enrollment Form

   Manatee School Enrollment Form may be obtained from the zoned school or from the SDMC website. Changes can only be made to this form by the enrolling parent. Students may only be released from school to those who are listed on the Pick-Up/Emergency Contact list section of the Enrollment Registration Form.

   The enrolling parent is responsible for notifying the school of any updates or changes to the information on the enrollment registration form.

9. Proof of Manatee County residency – Schools will accept one of the following documents:

   - A copy of a current water/electric bill, lease agreement, proof of home ownership in parent's name, with address and name of parent
   - A copy of a Migrant Services Certificate of Eligibility
   - An official letter from company which is providing housing with name of parent (for example, migrant camp)
   - A residency letter from Project Heart Homeless Education Program to verify that a family is deemed homeless under the McKinney-Vento Act

If the parent cannot provide the above requirements, all of the following are required:

- A notarized statement from the owner/lessee of the home where they are living, stating the names of all people residing at the address
- A current utility bill (power or water) with the owner/lessee's name and address
- A government issued ID with the new address or processed USPS change of address documentation

Contact the Office of Student Assignment at (941)708-4971 for additional options.

Falsification of address can make a student ineligible for high school athletics for one (1) calendar year.

10. Withdrawal form from previous school.

11. Academic History

The School District of Manatee County strongly encourages the enrolling parent to provide copies of any special education records (such as IEP) that might assist in placement of students in the appropriate classes.

- Last Report Card
- Withdrawal Form

- A 1st grader who attended a private kindergarten for a full year must provide proof of attendance and successful completion of kindergarten
- Copies of any special education records (such as evaluation reports, eligibility forms, IEP, 504, or EP) that might assist in placement of students in the appropriate classes
- Transcripts are required for students with high school credit to determine progress toward graduation

Entry from Home Education

Students who are participating in a home education program may be admitted to SDMC on a full-time or part-time basis. The student seeking entry must meet the same registration requirements as full-time students [F.S. 1002.41]. Students transferring to SDMC from home education as a full-time student must have documentation to verify academic history in the form of a transcript, annual evaluation, or portfolio as outlined in section 1002.41 F.S. Home education students must register for all courses prior to the start of the semester they will attend. Home education students who are excluded from a class because the course is not offered or due to space limitations at their zoned school may be assigned to another school if there is available space.

The school principal will establish the time and place for arrival and departure of home education students. SDMC is not responsible for the transportation of students in a home education program to or from the school. Students who attend on a part-time basis are subject to all applicable rules and regulations pertaining to full-time students. Students who are participating in a home education program may participate in extracurricular activities. Participation is on a space available basis, and students must meet the same registration requirements as full-time students [F.S. 1002.20(18)(b)].

Over Age Students Who Interrupt Their Education

The following procedures are to serve as a guide for appropriate placement. The final decision will be made by the school principal of the regular school and the Supervisor of Alternative Education.

12. Except as provided in (4), (5), (6), and (7) below, a student seventeen years of age or older who has interrupted his or her high school education and who subsequently desires to enroll in Manatee County Public Schools may enroll in county adult programs or alternative programs. The student may not enroll in a regular high school except in extenuating circumstances approved by the principal of the regular school and the Supervisor of Alternative Education. The principal will determine if enrollment is appropriate. Parents of students who are not enrolled may appeal the principal's decision to the Executive Director of Secondary Education.

13. Except as provided in (4), (5), and (6) below, students may not enroll in or continue in a regular high school for more than eight semesters, unless the principal approves the enrollment beyond eight semesters. The principal will consider the reason the student wants to continue high school, the educational progress to date, and the student's commitment to education. If the principal does not approve enrollment in the regular high school beyond the eight semesters, the student may enroll in county adult programs or alternative programs. The semester count begins the first semester a student

enrolled in ninth grade at any public or private school.

14. Except as provided in (4) below, students may not enroll in or continue in a regular high school if they cannot earn the number of required credits to graduate by their 20th birthday. The student may enroll in county adult programs or alternative programs.

15. For students with disabilities who have not graduated with a Standard Diploma, the district will provide services until the end of the school year in which the student turns 22 years old, providing that the student was 21 years old on the first day of school.

16. English Language Learners (ELL) who have completed the credits required for graduation and who have failed to meet the 10th grade standards as measured by the required state assessments shall be eligible for compensatory education for "a thirteenth year" as provided in Section 1003.43.F.S.

17. If a foreign-born ELL student without records enters school, the student must be placed age appropriately (14= 9th grade, 15= 9th or 10th grade, 16=10th grade, and 17=11th grade), and the Uniform Transfer Records Guideline Verification Process must be followed.

18. Per the State of Florida Consent Decree and the Office of Civil Rights, no student may be denied enrollment in the regular high school program on the basis of refugee status or limited English proficiency. Students who qualify for ELL services must be placed age appropriately if no official transcript is available.

19. Students who enter without records are eligible for the verification process as defined in the Uniform Transfer of Records Guidelines.

School Choice Options

The School Choice Program shall provide an opportunity for all students in Manatee County to apply for assignment to any district school that is within the designated elementary cluster or middle school region of the student's zoned school as determined by the address of the student's parent. Approval of School Choice applications will be by school, program, and building capacities as well as the Board's goal of maintaining a student population at every district school which reflects the district's overall socio-economic distribution of population.

Applications to participate in the Voluntary School Choice Controlled Open Enrollment Program shall be available at all school sites and the Office of Student Assignment during the School Choice Open Enrollment period. This form shall be completed by the student's enrolling parent and submitted to the designated office prior to the close of the School Choice Open Enrollment period. Students who have been approved through the Choice process to attend a school out of their assigned area will be governed by the following rules:

20. High school athletic eligibility at the Choice school will be determined according to the provisions of the Florida High School Athletic Association (FHSAA). If there is a question regarding the eligibility of any student, FHSAA procedures shall be followed.

21. Students receiving School Choice are approved through the completion of the highest grade level at that

school. The Choice school, therefore, becomes the student's assigned district attendance school. However, the principal may recommend that the student be withdrawn and returned to his/her home zoned school for severe attendance or disciplinary issues. The principal's recommendation is subject to review by the District Administrative Appeals Committee.

22. Students who are approved for Choice are expected to continue in attendance at the Choice school throughout at least one school year and may then apply for a different school, including their original boundary assigned school, but only through application during the School Choice Open Enrollment period.

23. Other School Choice options include: Hardship Transfers, Home Education, Manatee County Virtual Programs, and Enrollment in Charter Schools.

24. Students can only be in attendance at one school as assigned by the Office of Student Assignment other than being enrolled in a virtual or home school program.

Homeless Students

Homeless students are children and youth who lack a fixed, regular, and adequate nighttime residence and include children who are:

25. Sharing the housing of others due to loss of housing, economic hardship, or a similar reason;

26. Living in motels, hotels, travel trailer parks, or camping grounds due to the lack of alternative accommodations;

27. Living in emergency or transitional shelters or abandoned in hospitals;

28. Sleeping in a place that is not ordinarily used as a sleeping place for human beings;

29. Living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;

30. Migrant and living in one of the above.

Homeless children and youth shall be immediately enrolled even if the student is unable to provide documents that are typically required for enrollment, such as previous academic records, records of immunization and other health records, proof of residency, or other documentation. Enrollment means permitting the student to attend classes and participate fully in school activities. Although the Act is silent on the definition of "immediate", the standard dictionary definition is "without delay". Therefore, the student must begin attending classes and participating fully in school activities without delay. Generally, that would mean the same or the following day. Families claiming to be homeless and needing enrollment assistance should be referred to Project HEART Homeless Education Program, and the family will be provided with a residency letter for proof of residency.

Homeless children and youth shall be immediately enrolled even if students are unable to produce immunization or other required health records, recognizing that families and youth who are homeless are

frequently unable to obtain and keep copies of records. The vast majority of homeless students have been enrolled in school before and have had required immunizations. These records should be a part of their school records. Since the enrolling school is required to contact the previous school for records, the information should be available quickly. The enrolling school and the District Homeless Liaison should work together to get immunization records as soon as possible. If a student has not had immunizations, initial doses should be administered as soon as possible. Families claiming to be homeless and needing to enroll without immunization records and or a physical examination should be referred to Project HEART Homeless Education Program, and the family will be provided with a 30 school day waiver in order to help them acquired the necessary documentation for their records.

Unaccompanied children and youths, not in the physical custody of a parent, and living in homeless situations are defined as unaccompanied homeless students. Unaccompanied Homeless students have the right to self-enroll and should be referred to Project HEART Homeless Education Program for enrollment assistance and other services.

When it is in the student's best interest and it is the wish of the parent, or it is the wish of an unaccompanied youth, homeless students can continue to attend the school of origin. The school of origin means the school that the student attended when permanently housed, or the school in which the student was last enrolled. Formerly homeless students can also continue at the school of origin for the remainder of the school year in which they obtain permanent housing.

If the District Homeless Liaison assigns a homeless student to a school other than the school of origin, a written explanation must be provided to the parent, including the right to appeal the decision.

If there is a dispute regarding school selection or enrollment, the student shall be immediately admitted to the school of origin or assigned zone school as requested by the parent and transportation provided to and from the school of origin, pending resolution of the dispute.

The case must be referred to Project HEART Homeless Education Program to ensure the resolution process is carried out as quickly as possible. Project HEART Homeless Education Program will convene a review committee including a representative from the transportation department and the Superintendent's designee.

Parents may appeal an unfavorable decision to the Supervisor of Student Assignment. The decision of the Supervisor of Student Assignment may be appealed to the Superintendent who is vested with the authority to place students in the school which is in their best interest. The Superintendent will render the final local decision concerning school placement. Parents have the right to appeal to the Florida Department of Education.

Transportation will be provided for a homeless student to and from the school of origin for the remainder of the school year. Homeless students needing transportation assistance to school of origin should be referred to project HEART Homeless Education Program.

Transfer Students from Out of Country

Students who transfer to a School District of Manatee County site without records should be placed age appropriately. The student's age on September 1 of the school year in which enrollment occurs should be used to determine "age" at entry. Coordination with the school-based ELL Committee is recommended to assist in issues regarding course placement for such students. Students cannot be denied access to free and appropriate education due to lack of academic records. If an out-of-country student without records enters school, the student must be placed age appropriately, and the Uniform Transfer of Records Guideline Verification Process must be followed.

Students who indicate "yes" on the Home Language Survey during enrollment must be assessed for language proficiency within the first 20 days of enrollment. Students eligible for English Language Learner (ELL) services are entitled to equal access to programs, such as early childhood, vocational, and adult education programs. ELL students should not be restricted for reasons related to limited English proficiency. Students must receive understandable instruction, not necessarily in their native language.

State Uniform Transfer of Credit Guidelines for Middle School

The procedures relating to the acceptance of transfer work and courses for students entering Florida's public schools composed of middle grades 6, 7, and 8 from out of state or out of country are as follows:

31. Grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value, subject to validation if required by the receiving school's accreditation. If validation of the official transcript is deemed necessary, or if the student does not possess an official transcript or is a home education student, successful completion of courses shall be validated through performance during the first grading period as outlined in subsection (2) of this rule.

32. Validation of courses shall be based on performance in classes at the receiving school. A student transferring into a school shall be placed at the appropriate sequential course level and should be passing each required course at the end of the first grading period. Students who do not meet this requirement shall have courses validated using the Alternative Validation Procedure, as outlined below.

33. Alternative Validation Procedure

    If validation based on performance as described above is not satisfactory, then any one of the following alternatives identified in the district's Student Progression Plan shall be used for validation purposes as determined by the teacher, principal, and parent.

    a. A portfolio evaluation by the principal or designee, including samples of course work, subject area assessments, and standardized tests to show mastery of the standards for the course;

    b. Demonstrated performance in courses taken at other public or private accredited schools;

    c. A demonstrated proficiency on nationally-normed standardized subject area assessments;

    d. A demonstrated proficiency on the required state assessment; or

    e. A written review of the criteria utilized for a given subject provided by the former school.

State Uniform Transfer of Credit Guidelines for High School Credit Courses

The procedures for students transferring from out-of-state or out-of-country, including ELLs, into a Florida public school are as follows:

34. Grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value. Credits for courses requiring an EOC will be accepted based on state statute.

~~34.~~

35. If validation of the official transcript is deemed necessary, or the student does not possess an official transcript, or is a home education student, successful completion of courses shall be validated through performance during the first grading period. Validation of courses shall be based on performance in classes at the receiving school. A student transferring into a school shall be placed at the appropriate sequential course level and should earn a grade of "C" or better at the end of the first grading period in that course. A student who meets ~~this criteria~~this criterion will receive a Pass ("P") grade on the academic history for the validated courses, which has no impact on a student's GPA. Students must be provided at least 90 days from date of transfer to prepare for assessment if required. Students who do not meet the validation based on performance requirement shall have courses validated using the Alternative Validation Procedure as described below:

a. A portfolio evaluation by the principal or designee, including samples of course work, subject area assessments, and standardized tests to show mastery of the standards for the course

b. A demonstrated performance in courses taken at other public or private accredited schools;

c. A demonstrated proficiency on nationally-normed standardized subject area assessments;

d. A demonstrated proficiency on the required state assessments or other required state assessment; or

e. A written review of the criteria utilized for a given subject provided by the former school.

~~36.~~35. Students who enter a Florida public school at the 11th or 12th grade from out-of-state or from a foreign country shall not be required to spend additional time in a Florida public school in order to meet the high school course requirements if the student has met all requirements of the school district, state, or country from which they are transferring. However, to receive a Standard High School Diploma, a transfer student must earn a 2.0 grade point average and pass the required state assessment(s) or an approved alternative assessment. The approved alternative assessments are the PSAT, ACT and SAT.

~~37.~~36. Transferring students who are not proficient in English should receive immediate and intensive instruction in English language acquisition.

~~38.~~37. A dependent child of a member of the United States Armed Forces, who enters a public school at the 12th grade level from out of state or from a foreign country and provides satisfactory proof of attaining a score on an approved alternative assessment that is concordant to a passing score on the required state assessment(s), has satisfied the assessment requirement for a Standard High School Diploma. In lieu of testing requirements for graduation in a school of the receiving state, states shall

accept exit or end-of-course exams required for graduation from a school in the sending state or national norm-referenced achievement tests or alternative testing.

II. Withdrawals

Withdrawal to a School Outside of the District

Parents withdrawing a student from a School District of Manatee County site to another school district must complete a withdrawal form at the school. This form is a record of the student's grades up to the last date of attendance. All books must be returned, and any fines resolved prior to withdrawal.

The enrolling school will request official records. The registrar will send copies of the cumulative folder, a transcript (high school), and any other educational records pertinent to academic placement to the requesting school.

Withdrawal to a School within the District

Parents withdrawing a student from a School District of Manatee County site to another School District of Manatee County school must complete a withdrawal form at the school.

This form is a record of the student's grades up to the last date of attendance. All books must be returned, and any fines resolved prior to withdrawal.

The enrolling school will request official records. The registrar will send the cumulative folder and any other educational records pertinent to academic placement to the requesting school.

III. Reporting and Notification

Annual Reporting

Each district must annually publish to the public ~~in the local newspaper~~ and report in writing to the State Board of Education by September 1 of each year the following information on the prior school year:

~~39.~~38. the provisions of student progression and the district's policies and procedures on student retention and promotion

~~40.~~39. by grade, the number and percentages of all students in grades 3 through 10 performing at level 1 and 2 of the required English Language Arts (ELA) state assessment

~~41.~~40. by grade, the number and percentages of all students retained in grades 3 through 10

~~42.~~41. information on the total number of third grade students who were promoted or placed for good cause by each category of good cause

~~43.~~42. any revisions to the district's policy on student retention and promotion from the prior year.

The Department of Curriculum and Professional Learning has the responsibility to ensure this information is printed prior to September 1st each year.

Allocation of Resources

Remedial and supplemental instructional resources must be allocated, and spending prioritized as follows:

~~44.~~43. First, to students who are substantially deficient in Grades K~~K~~- 3 Reading.

~~45.~~44. Second, to students who score below grade level on required state assessments, including:

a. Students in grades 3-10 who score Level 1 or 2 on required state assessments in English Language Arts (ELA) or mathematics or who fail the End of Course (EOC) Exam;

~~f.~~b. Students in grades 11-12 who do not meet the required state assessments or EOC graduation requirement in English Language Arts (ELA) or mathematics.

~~46.~~45. Third, to students who failed to meet the performance levels required for promotion.

Participation in District and State Assessments

~~All students in grades K through 12 must participate in the statewide assessment programs as required by Florida Statute. District progress monitoring assessments are also administered to K-12 students at intervals throughout the year. Schools will participate in assessments for learning as indicated in the District Assessment Schedule.~~ All students in grades Pre-K through 12 must participate in Florida's statewide assessments & progress monitoring system as required by Florida Statute. District progress monitoring assessments are also administered to K-12 students at intervals throughout the year. Schools will participate in assessments for learning as indicated in the District Assessment Schedule. ~~STAR Early Literacy Assessment is administered to each kindergarten student within the first 30 school days of the year.~~

Reporting to Parents

The district will provide student's results on state assessments and district-required local assessments to the student and his/her parent within 1 week of those results being received by the district~~.~~. ~~The district must annually report in writing to the student and his/her parent the student's results on each statewide assessment test.~~ The student's progress toward achieving state and district requirements for proficiency in core academic subject areas shall be reported quarterly (in a written format) adopted by the district school board to each student and his/her parents. The evaluation of each student's progress must be based upon the student's classroom work, observations, tests, district and state assessments, and other relevant information.

All written and oral communication between school district personnel and parents of current or former English Language Learners shall be in the parents' primary language or other mode of communication commonly used by the parents, unless clearly not feasible.

Report Card

The Report Card must clearly depict the following:

~~47.~~46. The student's academic performance on grade level in each class or course, which in grades K through 12 must be based upon achievement of the State Standards as evidenced by class work, tests, and other academic performance indicators;

47. The student's citizenship and behavior. Student's citizenship marks are "E, S, N, U (E-Excellent, S-Satisfactory, N-Needs Improvement, U- Unsatisfactory) for kindergarten and first grade. E, S, I, N, U (E-Excellent, S- Satisfactory, I-Improving, N-Needs Improvement, U-Unsatisfactory) for second ~~first~~ through fifth grades. Secondary marks are 1, 2, 3, or 4 (1-Excellent, 2-Satisfactory, 3-Needs Improvement, 4-Unsatisfactory); and

~~48.~~

~~49.~~48. The student's attendance, including absences and tardies.

The student's final Report Card for a school year shall include a statement indicating end-of-the-year status regarding performance or nonperformance at grade level (has/has not performed satisfactorily at grade level); acceptable or unacceptable behavior (has/has not demonstrated acceptable behavior); attendance (has/has not met district attendance requirements); and promotion or non-promotion (has/has not met promotion requirements at this time). The end-of-the-year report card must indicate promoted, retained, or placed for good cause.

Each English Language Learner receiving English for Speakers of Other Languages (ESOL) services is graded based on his/her academic progress at his/her level of English proficiency. The teacher must document that accommodations and strategies of instruction and assessment were employed, which allowed the student to demonstrate progress in the achievement of the benchmarks and grade-level expectations. A grade of "Unsatisfactory," "D," or "F" may only be assigned to an English Language Learner receiving ELL services if he/she received appropriate accommodations and strategies in instruction and assessment, and the student demonstrated no progress toward achieving the standards and grade-level expectations at his/her level of English proficiency.

A student with a disability who is taking standardized state assessments, such as required state assessments, is graded on his/her achievement of the standards, benchmarks and grade level expectations appropriate for his/her grade using the standard Report Card. The student is to be given appropriate accommodations for all classroom instruction and testing as documented on the student's Individual Education Plan (IEP). A student with a disability may participate in the Florida Alternative Assessment based on the IEP team decision using the Florida Alternative Assessment Participation Checklist located on the assessment page of the IEP. The student is to be given appropriate accommodations for all classroom instruction and testing as documented on the student's IEP. The student will be graded on his/her achievement of the Access Point Standards, benchmarks and IEP goals using the standard Report Card.

-Progress Reports

Schools will notify students and parents of the student's mid-term academic progress (1st-12th grades). For English Language Learners, the Progress Report comments are translated into the home language of the

English Language Learners when feasible. If appropriate, schools will make the Spanish and Haitian Creole translation of the Progress Reports available to parents and inform parents in the comments section of the Progress Reports that, "the English Language Proficiency Level is taken into consideration when planning instruction, assessments, and grading for English Language Learners."

Grades for courses taken through Manatee Virtual School and course recovery will not be included on the mid-quarter Progress Report.

IV. General Curriculum Information

Curriculum Additions or Modifications

Any curriculum modification being considered by a school must be submitted on the Request for Program Additions or Modifications form and reviewed by members of the Instructional Division and submitted to the Deputy Superintendent for Instructional Services prior to any changes being implemented at the school level. Florida Statute requires all courses offered in the State of Florida be aligned to the State Standards.

District Homework Guidelines

The School District of Manatee County acknowledges the educational validity of homework as an extension of the instructional program.

Clarification: Homework shall typically refer to those assignments that are meaningfully prepared by the classroom teacher for students to complete outside of the school setting to reinforce and extend the curriculum taught within the classroom.

Purpose:

~~50.~~49. Homework is designed as a reinforcement tool to deepen the understanding of concepts and provide practice for the mastery of skills formally instructed in the classroom.

~~51.~~50. Homework is designed to promote student responsibility and independent work habits.

Guidelines for Homework:

~~52.~~51. Homework assignments shall be based on the abilities of the students.

~~53.~~52. Homework shall not be used as a punitive measure.

~~54.~~53. Homework assigned for reinforcement shall be done outside of class time.

Teacher Expectations:

Teachers will monitor completion of homework and provide appropriate, graded feedback in a timely manner to students. Teachers should collaborate, whenever possible, to ensure that the amount of the homework assigned to any one student is not excessive. ~~Homework assignments should be posted (when available) on Schoology. Homework grades should reflect the attainment of content knowledge. Homework grades should not be impacted by non-academic criteria (i.e., paper headings, use of specific writing utensil unless accounted for in the grading expectations, etc.).~~

Multi-tiered System of Supports (MTSS)

The District's Multi-Tiered System of Support (MTSS) provides high quality instruction and intervention matched to student needs using learning rate over time and level of performance to inform instructional decisions. The MTSS framework is a continuum of integrated academic, behavioral, social-emotional learning, mental health, and attendance supports reflecting the need for students to have fluid access to instruction and supports of varying intensity levels. To ensure efficient use of resources, schools begin with the identification

of trends and patterns using school-wide and grade-level data. Within the MTSS framework, resources are allocated in direct proportion to student needs. Data collected at each tier is used to measure the efficacy of supports so that meaningful decisions can be made regarding what instruction and intervention should be intensified and/or maintained. Students who need instructional intervention beyond what is provided universally for behavioral and academic content areas, are provided with targeted, supplemental interventions delivered and embedded within the content area courses, individually or in small groups, at increasing levels of intensity. Throughout the continuum of instruction and intervention, planning/problem-solving is used to match instructional resources to educational need. Teams continue to engage in instructional planning and problem-solving to ensure that student success is achieved and maintained. Regular communication between problem-solving teams (i.e., Instructional Leadership Team led by the principal, the Teacher Collaborative Teams, the Intensive Support Team (IST), Individual Education Plan Team, MTSS-Behavior Team), where data-based problem solving is occurring, will guide the appropriate intervention needs.

Intervention, Remediation and Progress Monitoring

Students must participate in Florida's statewide assessments and progress monitoring. Each student who scores below Level 3 in reading or mathematics must be provided with additional diagnostic assessments to determine the nature of the student's difficulty, the areas of academic need, and strategies for appropriate instruction and intervention using the problem-solving process within the MTSS framework.

In consultation with the student's parent, the school in which the student is enrolled must engage in the problem-solving process to develop and implement an intervention plan which includes a progress-monitoring plan. The Multi-Tiered System of Support framework (MTSS) will serve as a guide for identifying students in need of tiered interventions and progress monitoring. The problem-solving cycle, which is an integral part of the MTSS framework, should be used to match interventions with areas of need. A student who is not meeting the school district or state requirements for proficiency in reading and math shall be covered by one of the following plans to target instruction within the MTSS framework and identify ways to improve his or her behavioral and/or academic achievement:

~~55.~~54. a federally required student plan such as an individual education plan;

~~56.~~55. a school-wide system of progress monitoring for all students;

~~57.~~56. a targeted individualized intervention plan that includes a progress monitoring plan.

The plan chosen must be designed to assist the student or the school in meeting state and district expectations for proficiency. Each student who does not meet the minimum performance expectations defined by the Commissioner of Education for the statewide assessment tests in reading, writing, and mathematics must continue to be provided with remedial or supplemental instruction until:

~~58.~~57. the expectations are met;

~~59.~~58. the student graduates from high school; or

~~60.~~59. the student is not subject to compulsory school attendance.

Problem solving teams should monitor students' responses to intervention and engage in problem solving as needed to ensure positive student response to intervention.

In addition to an intervention plan, which includes progress monitoring, 3rd- 105~~5~~th grade students, performing at Level 1 or Level 2 on required state assessments must receive intensified support the following year. An Early Warning System and Elementary Reading Decision Tree will be used by Problem Solving teams to identify K-5 students in need of supplemental and intensive supports in the areas of behavior, attendance, and academics. Explicit, systematic, and multi-sensory reading intervention strategies beyond the 90-minute literacy block and frequent, ongoing progress monitoring must occur. Mathematics intervention may be integrated within the student's current mathematics class.

In addition to an intervention plan, which includes progress monitoring, middle and high school students performing at Level 1 or 2 on Florida's statewide assessment in reading and mathematics or who do not earn a Level 3 or higher within the last two academic years may be enrolled in and complete an intensive reading or mathematics course the following year. Students may exit intensive courses at the end of the quarter/semester by demonstrating proficiency at Level 3 or higher on Florida's statewide assessment, or by meeting a concordant/comparative score on a state-approved assessment (PSAT, SAT, ACT) in reading and/or mathematics or by showing proficiency on the district benchmark assessment. Problem-solving teams should monitor students' response to intervention and engage in problem solving as needed to ensure positive student response to intervention.

A school-wide progress monitoring plan provides structure for monitoring the progress of all students and will be an integral part of the school improvement plan. Within the school improvement plan, the school-wide progress monitoring plan has four major components. The intervention plan, which includes progress monitoring for students scoring below a L~~l~~evel 3 on the required state assessments, must include the following:

~~61.~~60. Diagnostic Assessment:

Diagnostic assessments, in addition to the initial screening, are to be administered to all students scoring below a Level 3. Parents may not opt their child out of the District approved diagnostic tool. In absence of state assessment data, school diagnostic data, or report card showing completion of grade level, the student will be placed into the ~~age appropriate~~age-appropriate grade level.

a. The specific diagnostic assessments to be administered must be identified, as well as the process for administering the assessments.

b. For students scoring Level 1 or 2 on the required state reading assessments, reading proficiency must be assessed at the beginning of the school year. The student must continue to be provided with targeted and intensive reading instruction until the reading deficiency is remediated. Targeted intensive instruction is usually associated with the following:

(i) Variety of opportunities for practice

(ii) Problem solving which results in interventions targeted to specific skill development

(iii) Smaller chunks of text or content

(iv) Guided and independent practice

(v) Skill development and practice integrated into all activities

(vi) Frequent progress monitoring

(vii) Criterion-based evaluation of success

c. Diagnostic results are to be gathered and maintained for the students scoring Level 1 and 2 on required state assessments in reading or math.

d. Diagnostic results must be readily accessible to teachers, school administrators, Certified School Counselors, parents, and School Psychologists.

~~62.~~61. Intervention plans should include:

a. Interventions, in the targeted areas of weakness, to assist students in meeting state and district expectations in behavior, reading, writing, and or math.

b. Targeted strategies to accelerate learning.

c. Measurable targets or goals for each deficit area.

d. A description of the supplemental or intensive instructional intervention and support, when they will be provided, how often, by whom, and for how long.

e. For reading deficiencies, identification of a student's specific areas of need in phonemic awareness, phonics, fluency, comprehension, vocabulary, and/or oral language. Targeted intervention must be provided for any students scoring Level 1 and 2 on required state assessments in reading or math.

f. Remedial instruction and intervention strategies may include, but are not limited to the following:

(i) Summer school

(ii) Dropout prevention services

(iii) Parent tutorial programs required

(iv) Contracted academic services

(v) Reading instruction

(vi) After-school instruction and other extended day services

(vii) Tutoring

(viii) Mentoring

(ix) Intensive skill development programs

(x) In-person academic advising for struggling high school students (F.S. 1003.491)

~~63.~~62. Parent Consultation and Communication

Parents of students in kindergarten through grade 5 who exhibit a substantial reading deficiency based

upon screening, diagnostic, progress monitoring, assessment data, statewide assessments, or teacher observations must receive notification in writing of the following:

- Their child has been identified as having a substantial reading deficiency, including a description/explanation in parent friendly terms, of the exact nature of the child's difficulty in reading achievement.
- A description of the current services that are provided to the child.
- A description of the proposed interventions and supports that will be provided to the child to remediate the reading deficiency.
- If the reading deficiency is not remediated by the end of grade 3, the child must be retained unless the child meets good cause criteria.
- Strategies, including multisensory strategies, the parent can use through a read-at-home plan to help their child succeed in reading.
- That the statewide, standardized English Language Arts assessment is not the sole determiner of promotion for grade 3 and that additional evaluations, portfolio reviews, and assessments are available to assist parents and the district in knowing when a child is reading at or above grade level and ready for promotion.
- A parent of a third grade student who is identified as being at risk for retention, can request the school immediately begin collecting evidence for a portfolio.
- The district's specific criteria and policies for mid-year promotion for student retained in grade 3.

In addition, schools may not wait for a kindergarten through grade 3 student to receive a failing grade at the end of a grading period to identify the student as having a substantial reading deficiency and initiate intensive interventions.

For students in grades 6 through 12, the school shall notify the student and his/her parents of any remedial or supplemental academic instruction by the end of the first quarter. Parents may be notified through personal verbal contact, through a district-provided letter, during an Individual Education Plan team meeting, or a face-to-face meeting. All written and oral communication between the school district's personnel and parents of current or former English Language Learners shall be in the parents' primary language or the mode of communication commonly used by the parents unless clearly not feasible.

The letter is to include general information about the seriousness of the situation and the intervention plan in place for the students not meeting proficiency. The letter should also include an invitation for the parents to meet with instructional staff to consult about their child's plan.

Parents should be given an explanation of the information on which the decision was based, as well as a copy of the intervention plan for their child.

Parental approval for general education instructional interventions is not required.

~~64.~~63. **Monitoring for Results:**

The intervention plan must be developed by the end of first quarter, or within 6 weeks of a new student entering school, or as soon as a need is identified through the analysis of data by a problem-solving team. Students receiving supplemental interventions at the end of a school year should begin receiving interventions at the beginning of the next school year until there is evidence that the student has closed the gap and no longer needs supplemental or intensive support services.

The principal or designee will monitor the implementation of the school-wide progress monitoring plan and the school's plan for providing targeted intervention.

Each quarter, the principal or designee will review the progress of students identified as not meeting proficiency with the Instructional Leadership Team (ILT). The team will check for compliance with the school-wide progress monitoring plan (diagnostic assessment, intervention strategies, quarterly progress updates) and use data to inform instruction. Student progress shall be monitored at least twice a month and compared with the progress of peers to guide instructional decisions. If a student is not responding positively to interventions, an intensive individualized intervention plan should be developed with assistance from a problem-solving team at the school.

Each school will identify its problem-solving teams and their roles and responsibilities for monitoring the progress of all students (e.g. Instructional Leadership Team; Teacher collaborative Teams, IEP Teams, MTSS-B Team, and Intensive Support Team).

If a student is not responding positively to interventions, an intensive individualized intervention plan should be written. The intervention plan, including the plan for monitoring progress, can be documented on a student's Individual Education Plan (IEP), English Language Learner's Plan (ELL), or Section 504 Accommodation Plan.

~~65.~~64. For Elementary School Students who are retained:

a. The intervention plan, which includes a plan for progress monitoring, must specify, through the problem-solving process, how the second year's instructional program will be different from the previous year's program, utilizing interventions matched with the student's deficit areas.

b. Students must be provided evidence-based, explicit, systematic, and multi-sensory reading instruction in an area of deficit, (i.e. phonemic awareness, phonics, fluency, vocabulary, comprehension, and other strategies).

Career and Technical Education Course Offerings

Career and Technical Education elementary and middle school students, including students with disabilities, may be given the options to earn Career and Professional Education (CAPE) Digital Tool certificates and CAPE industry certifications.

Civic and Character Education

~~Character education is required for students in K-12th grades. The character development program should stress:~~Civic and character education nis required on the qualities and responsibilities of patriotism and citizenship, including kindness, respect for authority, life, liberty, and personal property; honesty; charity; racial, ethnic, and religious tolerance; and cooperation and for grades 11 and 12 voting using the uniform primary and general election ballot described in s. 101.151 (9).

~~a. The qualities of patriotism~~

~~b. Responsibility~~

~~c. Citizenship~~

~~d. Kindness~~

~~e. Respect for Authority, life, liberty and personal property~~

~~f. Honesty~~

~~g. Charity~~

~~h. Self-control~~

~~i. Racial, ethnic and religious tolerance; and~~

~~j. Cooperation~~

~~For grades 9-12, instruction should include information on developing leadership skills, interpersonal skills, organization skills, and research skills; creating a resume; developing and practicing the skills necessary for employment interviews; conflict resolution, workplace ethics, and workplace law; managing stress and expectations; and developing skills that enable students to become more resilient and self-motivated.~~

~~The character development curriculum for grades 11 and 12 shall include instruction on voting using the uniform primary and general election ballot described in s. 101.151(9).~~

Victims of Communism Day

The SDMC will observe November 7 as Victims of Commuism Day honoring the 100 million people who fell victum to communist regimes across the world per CS/HB 395.

-Parental Rights

All parental rights are reserved to the parent of a minor child in this state without obstruction or interference from the state, any of its political subdivisions, any other governmental entity, or any other institution, as set forth in s. 1014.04, including, but not limited to all of the following rights of a parent of a minor child:

(a) The right to direct the education and care of his or her minor child.

(b) The right, pursuant to s. 1002.20(2)(b) and (6), to apply to enroll his or her minor child in a public school or, as an alternative to public education, a private school, including a religious school, a home education program, or other available options, as authorized by law.

(c) The right, pursuant to s. 1002.20(13), to access and review all school records relating to his or her minor child.

(d) The right to consent in writing before the state or any of its political subdivisions makes a video or voice recording of his or her minor child unless such recording is made during or as part of a court proceeding or is made as part of a forensic interview in a criminal or Department of Children and Families investigation or is to be used solely for the following purposes:

1. A safety demonstration, including the maintenance of order and discipline in the common areas of a school or on student transportation vehicles;

2. A purpose related to a legitimate academic or extracurricular activity;

3. A purpose related to regular classroom instructions;

4. Security or surveillance of buildings or grounds; or

5. A photo identification card.

(e) The right to be notified promptly if an employee of the state, any of its political subdivisions, any other governmental entity, or any other institution suspects that a criminal offense has been committed against his or her minor child, unless the incident has first been reported to law enforcement or the Department of Children and Families and notifying the parent would impede the investigation.

The School District of Manatee County will develop and adopt a policy to promote parental involvement in the public school system including but not limited to;

1. A plan for parental participation in schools to improve parent and teacher cooperation in such areas as homework, school attendance and discipline;

2. A procedure for a parent to learn about his or her minor child's course of study, including the course of any supplemental education materials;

3. Procedures for a parent to object to instructional materials and other materials used in the classroom.

Elementary School Education (Grades K-5), Section 4.9.1

I. Program of Studies Grades K-5

All students will receive instruction in English Language Arts (ELA), mathematics, science, social studies, the arts, health, and physical education aligned with state standards. Students and families must be notified at the beginning of each year as to how their grades in each core academic area will be determined.~~d. This could be included in the course information shared with students and parents.~~

English Language Arts (ELA)

All students in K-5 shall be assigned an uninterrupted 90-minute reading block, with additional time for instruction in the writing process and additional time for reading intervention as needed with a highly qualified, effective teacher, a core reading program, and ongoing progress monitoring.

Physical Education (PE) and Recess

Physical education (PE) instruction focuses on the outcomes of achieving and maintaining a health-enhancing level of fitness and understanding that physical activity provides the opportunity for enjoyment, challenge, self-expression, communication, and well-being. Elementary schools provide 150 minutes of PE per week. In addition, schools are required to provide 20 consecutive minutes of unstructured free-play recess per day. A minimum of 30 consecutive minutes of PE is required on any day that formal (PE) instruction is provided. The elementary school principal may designate any instructional personnel to provide the PE. Elementary schools will integrate health education standards into science and PE as appropriate.

Health Education

Comprehensive health education addresses 14 component areas under Florida State Statute 1003.42 (2)(n) - Required Instruction

Grades K-12

- Community health
- Consumer health
- Environmental health
- Family life
- Injury prevention and safety
- Internet safety
- Nutrition
- Personal health
- Prevention and control of disease
- Substance use and abuse

~~Comprehensive age-appropriate and developmentally appropriate K-5 health education that addresses concepts of community health, consumer health, environmental health, and family life, including~~

~~a. Mental and emotional health~~

~~b. Injury prevention and safety~~

~~c. Internet safety~~

~~d. Nutrition~~

~~e. Personal Health~~

~~f. Prevention and control of disease~~

~~g. Substance abuse; and~~

~~h. Prevention of child sexual abuse, exploitation, and human trafficking.~~

A link to access and review the instructional materials used to teach the curriculum will be included on the district's website homepage. The process to ~~request an exemption~~opt out of health instruction will also be posted on the district's website homepage. Additionally, the opt out form can be found in the SPP, Appendix C.

~~A parent may make a written request to the school principal to exempt his or her student from the teaching of reproductive health or any disease, including HIV/AIDS.~~

K-5 Academically Challenging Curriculum to Enhance Learning (ACCEL)

Each school must offer the following ACCEL options; whole-grade and mid-year promotion, subject-matter acceleration, and virtual instruction in higher grade-level subjects. Whole-grade and mid-year promotion requires an elementary student to meet the district acceleration procedures. Whole-grade and mid-year promotion requires students to meet student progression promotion criteria. Subject-matter acceleration is available when a student has met the prerequisite course requirements for that content area. Virtual instruction in higher grade level subjects is available when students have exhausted the course offerings at the school, and students meet the course prerequisites. In addition to these requirements, the following must be considered when establishing eligibility.

~~66.~~65. The student's performance on required state assessments

~~67.~~66. The student's grades or grade point average

~~68.~~67. The student's attendance and conduct

~~69.~~68. Teacher and school counselor recommendations

Each school must inform students and parents of these options. A student or a parent may request one of the options by written request to the principal. This will be followed by a parent conference to discuss eligibility and placement.

Whole-Grade Promotion:

An elementary student must meet all of the following criteria to be eligible for whole-grade promotion:

~~70.~~69. The student must be consistently performing above grade level standards on a locally determined assessment, a statewide assessment or a standardized assessment in reading/language arts and mathematics for each of the past two years. For kindergarten students, schools will use state and district assessment data for ELA and mathematics.

In addition to this, students must meet the following criteria:

a. The student cannot skip third grade as a result of whole-grade promotion.

b. The student must be recommended by the p~~P~~rincipal, the parent, classroom teacher, and the school counselor.

c. All whole-grade promotions must be approved by a district promotion committee and entered appropriately in the student information system.

Mid-Year Promotion:

An elementary student must meet all of the following criteria to be eligible for mid-year promotion:

~~71.~~70. The student must be consistently performing above grade standards on a locally determined assessment, a statewide assessment or a standardized assessment in reading/language arts and mathematics for each of the past two years. For kindergarten students, schools will use state and district assessment data for ELA and mathematics.

~~72.~~71. The student must be recommended by the p~~P~~rincipal, the classroom teacher, parent and the school counselor.

~~73.~~72. All mid-grade promotions must be approved by a district promotion committee and take place prior to the end of first semester and entered appropriately in the student information system.

~~74.~~73. Third graders must meet all the requirements in statute. Students cannot skip third grade.

Subject-Matter Acceleration:

An elementary student is eligible for subject-matter acceleration when the student has mastered the subject standards in the prerequisite grade-level course. The student must be recommended by the classroom teacher and the school principal based on achievement of the learning targets and standards.

II. Promotion and Good Cause Placements

Promotion Requirements

All decisions pertaining to the promotion or retention of students will be communicated to parents and made under the authority of the School District of Manatee County in accordance with Florida statute. A student in K-2 or 4-5 is promoted if the student demonstrates mastery of the currently adopted state ~~Florida~~ standards in

core academic subject areas. In accordance with state statute, K~~3~~rd-5th grade students are mandated to participate in required state-approved assessments. Grade 3 students must score a Level 2 or higher on the English Language Arts statewide, standardized assessment for promotion to grade 4. A student may not be retained more than once in grade 3.

K-2 and 4-5 students will be promoted or "Good Caused" each year with their cohort group. Those students who do not meet grade-level standards in English Language Arts and Mathematics will be supported in the next grade level through intensive remediation as well as an alternative instructional setting if needed.

Good Cause Criteria for K-2

A student who does not meet the promotion criteria ~~should~~ will be considered for good cause placement in the next grade. ~~–~~Good cause placement is defined as:

K-2 Grade Good Cause
Good Cause "A-ESE" –A student with a disability in grades K-2 can be placed for good cause if the Individual Education Plan (IEP) indicates that the student is making adequate progress towards their individual goals and/or is receiving services appropriate to progressing their individual skills. Documentation indicates that the promotion of the student with disabilities is appropriate, based upon the student's academic record, and shall be submitted from the student's teacher/therapist to the school principal.
Good Cause "A-ESOL" – An English Language Learner (ELL) who has had less than two years of instruction in English for Speakers of Other Languages (ESOL) program (not including PreK) based on the initial date of entry into a school in the United States (DEUSS), can be placed for good cause. The ELL Committee must be convened, and the recommendation to exempt the student from the promotion criteria must be included in the ELL Committee Report. (Use this exemption first for eligible K-2 English Language Learners.)
Good Cause "A-504" – A student with a Section 504 plan can be placed for good cause if the Report of Conference Form indicates the student's disability along with the recommendation and reasons for the student's exemption from the promotion criteria in reading and mathematics. Documentation of remediation in reading and/or mathematics will be included within the school-wide progress monitoring plan.
Good Cause "A-Com" – A student in grades K-2 can be placed for good cause if a committee comprised of the student's teachers, school counselor, or other appropriate personnel as designated by the principal documents the recommendation and the reasons for the student's exemption from the promotion criteria. Documentation could be included in a student portfolio, case conference notes, or documentation in the school-wide progress monitoring plan. Student will receive intervention and support in the next grade level. No student can be assigned to a grade level based solely on age or other factors that constitute social promotion.

Good Cause Criteria for Grade 3

Good Cause Criteria:

Per state statute, a student may not be retained more than once in grade 3. A student is exempt from retention for good cause and placed in the next grade if the student meets one of the following. 3rd grade good cause is defined as:

3rd Grade Good Cause
Good Cause "1" –English Language Learners who have had less than two years of instruction in English for Speakers of Other Languages (ESOL) program (not including~~excepting~~ PreK) based on the initial date of entry into a school in the United States (DEUSS). The ELL Committee must be convened, and the recommendation to exempt the student from the promotion criteria must be included in the ELL Committee Report.
Good Cause "2" – Students with disabilities whose Individual Education Plans (IEP) indicate that participation in statewide assessment is not appropriate, consistent with the requirements of section 1008.212, F.S..
Good Cause "3" – Students who demonstrate an acceptable level of performance on an alternative standardized reading assessment ~~approved by the State Board of Education, administered after the results of the required state assessments are received. The acceptable levels of performance on the alternative assessments for grade 3 is at or above the 45th percentile on the reading comprehension measure of the Stanford Achievement Test 10 or the 50th percentile or above on the spring i-Ready reading diagnostic as the alternative standardized assessments.~~ that has been approved by the Department of Education, administered after the required grade 3 statewide standardized English Language Arts assessment under Section 1008.22, F.S. The required percentile passing score for each approved alternative standardized reading assessment will be determined by the Department of Education.
Good Cause "4" – Students who demonstrate, through a student portfolio, that they are reading on grade level as evidenced by demonstration of mastery of the State Standards in reading equal to at least a Level 2 performance on required state assessment. To demonstrate mastery of the required reading skills, the student portfolio must: • be selected by the student's teachers as determined by district criteria; • be an accurate picture of the student's ability and include only student work that has been independently produced in the classroom; include evidence that the benchmarks assessed by the grade 3 reading required state assessment have been met. This includes multiple-choice items and passages that are approximately 60% literary text and 40% informational text, and that are between 100-700 words with the district's/school's adopted core reading curriculum that are aligned with the State Standards. A parent of a student in grade 3 who is identified at any time during the year as being at risk of retention may request that the school immediately begin collection of evidence for a portfolio.

Good Cause "5" – Students with disabilities who take the statewide, standardized English Language Arts assessment and who have an individual education plan or a Section 504 plan that reflects that the student has received intensive instruction in reading or English Language Arts for 2 years or more but still demonstrates a deficiency and was previously retained in kindergarten, grade 1, grade 2, or grade 3.
Good Cause "7"– Any third-grade student receiving intensive remediation in reading for two or more years, but still has deficiency in reading and has been previously retained in K-3 for a total of two years. If placed under this exemption, intensive reading instruction must include an altered instructional day that includes specialized diagnostic information and specific reading strategies. A student may not be retained more than once in 3rd grade. Any currently retained 3rd grader would qualify for this Good Cause.

The school district Superintendent shall accept or reject the school principal's recommendation in writing.

Good Cause Criteria for Grades 4-5

No student may be assigned to a grade level based solely on age or other factors that constitute social promotion. 4th and 5th Grade good cause is defined as:

Grade 4-5 Good Cause
Good Cause "A-ESE" –A student in grades 4-5 with a disability can be placed for good cause if the Individual Education Plan (IEP) indicates that the student is making adequate progress towards their individual goals and/or is receiving services appropriate to progressing their individual skills. Documentation indicates that the promotion of the student with disabilities is appropriate, based upon the student's academic record, and shall be submitted from the student's teacher/therapist to the school principal.
Good Cause "A-ESOL"—An English Language Learner (ELL) who has had less than two years of instruction in English for Speakers of Other Languages program based on the initial date of entry into a school in the United States (DEUSS), can be placed for good cause. The ELL Committee must be convened, and the recommendation to exempt the student from the promotion criteria must be included in the ELL Committee Report.
Good Cause "A-504" – A student with a Section 504 plan can be placed for good cause if the Report of Conference Form indicates the student's disability along with the recommendation and reasons for the student's exemption from the promotion criteria in reading and mathematics.
Good -Cause "A-Com"-- A student in grades 4-5 can be placed for good cause if a committee comprised of the student's teachers, school counselor, or other appropriate personnel as designated by the principal documents the recommendation and the reasons for the student's exemption from the promotion criteria. Documentation could be included in a student portfolio, case conference notes, or documentation in the school-wide progress monitoring plan. Student will receive intervention and support in the next grade level. No student can be assigned to a grade level based solely on age or other factors that constitute social promotion.

~~Good cause must be documented in the comment section on the student's cumulative folder by stating, "Student is placed for good cause into grade (state grade)." Promotion decisions will be made at the end of the school year.~~

Summer School Promotion

Summer school reading programs are provided for third grade students who do not meet the promotion criteria or who are not approved for Good Cause placement. Third grade students who meet state defined criteria at the end of the Summer Reading Camp will qualify for good cause.

III. Intensive Intervention

Parent Notification of a Reading Deficiency for Students Grades K-5 (F.S. 1008.25)

Parents of students in kindergarten through grade 5 who exhibit a substantial reading deficiency based upon

screening, diagnostic, progress monitoring, assessment data, statewide assessments, or teacher observations must receive notification in writing of the following:

~~75.~~74. that their child has been identified as having a substantial reading deficiency, including a description/explanation in parent friendly terms, of the exact nature of the child's difficulty in reading achievement;

~~76.~~75. a description of the current services that are provided to the child;

~~77.~~76. a description of the proposed interventions and supports that will be provided to the child to remediate the reading deficiency;

~~78.~~77. that if the reading deficiency is not remediated by the end of grade 3, the child must be retained unless the child meets good cause criteria;

~~79.~~78. strategies, including multisensory strategies, the parent can use through a read-at-home plan, including electronic resources compiled by the Department of Education, to help their child succeed in reading;

~~80.~~79. that the statewide, standardized English Language Arts assessment is not the sole determiner of promotion for grade 3 and that additional evaluations, portfolio reviews, and assessments are available to assist parents and the district in knowing when a child is reading at or above grade level and ready for promotion;

~~81.~~80. that any grade 3 student who is identified as being at risk for retention, the parent can request the school immediately begin collecting evidence for a portfolio; and

81. the district's specific criteria and policies for mid-year promotion for student retained in grade 3.

82. information about the student's eligibility for the New Worlds Reading Initiative under s. 1003.485 and information on parent training modules and other reading engagement resources available through the initiative.

After initial notification, the school shall apprise the parent at least monthly of the student's progress in response to the intensive interventions and supports. Such communications must be in writing and must explain any additional interventions or supports that will be implemented to accelerate the student's progress if the interventions and supports already being implemented have not resulted in improvement

~~Please see Appendix B – Elementary Reading Decision Tree.~~

In addition, schools may not wait for a kindergarten through grade 3 student to receive a failing grade at the end of a grading period to identify the student as having a substantial reading deficiency and initiate intensive interventions.

Please see Appendix B – Elementary Reading Decision Tree.

Services for Students Retained in Grade 3

Students retained in grade 3 must be provided a highly effective teacher as determined by the teacher's performance evaluation under section 1012.34, F.S. and beginning July 1, 2020, the teacher must also be certified or endorsed in reading. In addition, these students must be provided intensive interventions in reading to remediate the student's specific reading deficiency and prepare the student for promotion. These interventions must include:

~~82.~~83. Evidence-based, explicit, systematic, and multisensory reading instruction in phonemic awareness, phonics, fluency, vocabulary, and comprehension and other strategies prescribed by the school district.

~~83.~~84. Participation in the school district's summer reading camp, which must incorporate the instructional and intervention strategies above.

~~84.~~85. A minimum of 90 minutes of daily, uninterrupted reading instruction incorporating the instructional and intervention strategies. This instruction may include:

a. Integration of content-rich texts in science and social studies within the 90-minute block.

b. Small group instruction.

c. Reduced teacher-student ratios.

d. More frequent progress monitoring.

e. Tutoring or mentoring.

f. Transition classes containing 3rd and 4th grade students.

g. Extended school day, week, or year.

Services for Students Promoted to Grade 4 with a Good Cause Exemption

Each student who does not achieve a Level 3 or above on the statewide, standardized English Language Arts assessment, or the statewide, standardized Mathematics assessment must be evaluated to determine the nature of the student's difficulty, the areas of academic need, and strategies for providing academic supports to improve the student's performance. A student who is not meeting the school district or state requirements for satisfactory performance in English Language Arts and mathematics must be covered by one of the following:
1. A federally required student plan such as an individual education plan;
2. A schoolwide system of progress monitoring for all students, except a student who scores Level 4 or above on the English Language Arts and mathematics assessments may be exempted from participation by the principal; or
3. An individualized progress monitoring plan.

A student who is promoted to grade 4 with a good cause exemption shall be provided intensive reading

instruction and intervention that include specialized diagnostic information and specific reading strategies to meet the needs of each student so promoted. The school district shall assist schools and teachers with the implementation of explicit, systematic, and multisensory reading instruction and intervention strategies for students promoted with a good cause exemption which research has shown to be successful in improving reading among students who have reading difficulties. (Section 1008.25(4), F.S., and Section 1008.25(6)(b), F.S.)

Middle School Education (Grades 6-8), Section 4.9.2

I. Program of Studies Grades 6-8

A. Course Offerings

Middle school grades 6-8 basic education course offerings are selected from the Florida Department of Education's Course Code Directory and approved by the district.

The program of studies for middle school grades includes the following state and local offerings:

Language Arts	Art
Mathematics	Music
Science	Physical Education/Health
Social Studies	Career/Technical Education
Reading	Foreign Language

Advancement Via Individual Determination

Other enrichment and exploratory courses may be offered by individual middle schools, such as dance, drama, agriculture, and gifted services. Each school will hold a parent meeting either in the evening or on a weekend to inform parents about the school's curriculum and activities.

Middle school students may have the opportunity to earn high school credits and/or industry certifications.

In addition to ~~research~~evidenced-based reading courses, reading instruction is integrated throughout the entire curriculum. All middle schools must follow the district-approved curriculum. Schools are prohibited from suspending a regular program of curricula to administer practice tests or engage in other test-preparation activities for a statewide assessment. However, activities including instruction on test-taking strategies are authorized.

Students are required to be enrolled on a full-time basis, to include 7 courses or the equivalent. If there are extenuating circumstances, students may use a combination of Manatee Virtual School courses and traditional courses to meet the full-time criteria.

In order to use this option, seats must be available in the required Manatee Virtual School courses, and principal approval is required. Students wishing to have a part-time enrollment status may do so by registering as a home education student. Home education students may take up to 3 courses at their districted school, providing there is room in the course(s).

An English Language Learner (ELL) with no prior school records shall be assigned to a grade level based on

age-appropriate placement.

B. Required Courses

~~85.~~86. Promotion from middle school to high school requires that the student successfully complete three middle school or higher courses in each of the following:

a. English Language Arts

b. Mathematics

c. Social Studies (including Civics, assessed by a state required End-of-Course Exam)

d. Science

~~86.~~87. Social Studies:

The required study of state and federal government and civics education will be incorporated into Civics. One of these courses must be at least a one-semester civics education course. Each student's performance on the statewide, standardized EOC assessment in civics education constitutes 30 percent of the student's final course grade. A middle grades student who transfers into the state's public school system from out-of-country, out-of-state, private school, or a home education program after the beginning of the second term of grade 8 is not required to meet the c~~C~~ivics education requirement for promotion from the middle grades if the student's transcripts document passage of three courses in social studies or two year-long courses in social studies that includes coverage of civics education.

~~87.~~88. Language Arts:

English Language Arts must emphasize literature, informational/technical text, writing, listening and speaking, and language.

~~88.~~89. Mathematics:

Each middle school must offer at least one high school-level mathematics course for which students may earn high school credit.

C. Physical Education

~~89.~~90. Middle schools must offer the equivalent of one class period per day of physical education for one semester of each year for students enrolled in grades 6 through 8.

~~90.~~91. Physical Education Waiver:

Parents may submit a waiver of the physical education requirement for their child. Students in grades 6-8 are eligible to waive the physical education requirement if they meet any of the following criteria:

a. The student is enrolled in a remedial course.

b. The student's parent indicates in writing to the school that:

(i) The parent requests that the student enroll in another course from among those courses already offered as options by the school district as space allows; or

(ii) The student is participating in physical activities outside the school day which are equal to or in excess of the mandated requirement. Students who use the waiver because they participate in physical activities outside the school day must be enrolled in school on a full- time basis.

Career Research Course

Middle school students must successfully complete one course in career and education planning which must result in a completed internet-based, customizable personalized academic and career plan for the student. The personalized academic and career plan may be revised as the student progresses through middle school and high school. The course must include research-based assessments to assist students in determining educational and career goals, emphasize the importance of entrepreneurship and employability skills, and must include information from the Department of Economic Opportunity's economic security report under s. 445.07, F.S.

The personalized academic and career plan must inform students of:

~~91.~~92._____high school graduation requirements, including a detailed explanation of the requirements for earning a high school diploma designation under s. 1003.4285, F.S.,

~~92.~~93._____the requirements for each scholarship in the Florida Bright Futures Scholarship Program;

~~93.~~94._____state university and Florida College System institution admission requirements;

~~94.~~95._____available opportunities to earn college credit in high school, including Advanced Placement (AP) courses; the International Baccalaureate (IB) Program; the Advanced International Certificate of Education (AICE) Program; dual enrollment, including career dual enrollment; and

~~95.~~96._____career education courses, including career-themed courses, pre-apprenticeship and apprenticeship programs, and course sequences that lead to industry certification pursuant to ss. 1003.492 or 1008.44, F.S.

Health Education

Comprehensive health education addresses 14 component areas under Florida State Statute 1003.42 (2)(n) - Required Instruction

Grades K-12

- Community health
- Consumer health
- Environmental health
- Family life
- Injury prevention and safety
- Internet safety
- Nutrition
- Personal health
- Prevention and control of disease
- Substance use and abuse
- Prevention of child sexual abuse, exploitation, and human trafficking

For students in grades 7 through 12, shall include a teen dating violence and abuse. This component must include that includes, but is not be limited to, the definition of dating violence and abuse, the warning signs of dating violence and abusive behavior, the characteristics of healthy relationships, measures to prevent and stop dating violence and abuse, and community resources available to victims of dating violence and abuse.

For students in grades 6 through 12, shall include an awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy.

Life Skills
Life skills that build confidence, support mental and emotional health, and enable students to overcome challenges, including:

- a. Self-awareness and self-management.
- b. Responsible decision making.
- c. Resiliency.
- d. Relationship skills and conflict resolution.
- e. Understanding and respecting other viewpoints and backgrounds.

~~Comprehensive age-appropriate and developmentally appropriate K-5 health education that addresses concepts of community health, consumer health, environmental health, and family life, including~~

~~a. Mental and emotional health~~

~~b. Injury prevention and safety~~

~~c. Internet safety~~

~~d. Nutrition~~

~~e. Personal Health~~

~~f. Prevention and control of disease~~

~~g. Substance abuse; and~~

~~h. Prevention of child sexual abuse, exploitation, and human trafficking.~~

~~The health education curriculum shall include an awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy.~~

A link to access and review the instructional materials used to teach the curriculum will be included on the district's website ~~homepage~~. The process to request an exemption will also be posted on the district's website. ~~homepage~~.Appendix C contains the Parent Opt Out form for Health Education.

~~A parent may make a written request to the school principal to exempt his or her student from the teaching of reproductive health or any disease, including HIV/AIDS.~~

Required Remediation

Participation in the assessment program is mandatory for all students enrolled in a public school. Students must earn a Level 3 or higher in English Language Arts (ELA) and/or Mathematics on a standardized assessment within the last 2 or more consecutive years. Students who do not meet this criteria may be required to receive enhanced instruction through a course that will assist in building the student's skills and in mastering standards.

School administrators may use district benchmark assessments to determine proficiency if no state standardized assessment scores are available at the time of enrollment.

Intensive Instruction Waiver:

Parents may submit a waiver of the intensive instruction requirement for their child to the student's school counselor. Exercising this option can jeopardize a student's opportunity for an ESE assessment waiver and prohibit students from participation in alternative graduation options in high school. The following criteria must be met to qualify for this waiver:

~~96.~~97._____Parents must complete the Intensive Instruction Waiver Request Form.

~~97.~~98._____Student must be in 6th-11th grade.

Advancement Via Individual Determination (AVID)

AVID is an elective course designed to prepare students for college readiness and success. Students who apply for and are accepted into the course must also take at least one advanced level or high school credit course. The AVID curriculum supports students as they undertake the most rigorous courses, with emphasis on writing as a learning tool, the inquiry method, collaborative grouping, organization, and academic reading.

Academically Challenging Curriculum to Enhance Learning (ACCEL)

Each school must offer the following ACCEL options: whole-grade and mid-year promotion, subject-matter

acceleration, virtual instruction in higher grade-level subjects, and Credit Acceleration Program (CAP). Whole-grade and mid-year promotion requires secondary students to meet student progression course/credit promotion criteria. Subject-matter acceleration is available when a student has met the prerequisite course requirements for that content area. Virtual instruction in higher grade-level subjects is available when students have exhausted the course offerings at the school and students meet the course prerequisites. The Credit Accelerated Program may be used for any course that requires an end-of-course exam to earn credit in the course. In addition to these requirements, the following must be considered when establishing eligibility:

~~98.~~99. the student's performance on required state assessments

~~99.~~100. the student's grades or grade point average

~~100.~~101. the student's attendance and conduct

~~101.~~102. teacher and school counselor recommendations

Each school must inform students and parents of these options. A student or a parent may request one of the options by written request to the principal. This request will be followed by a parent conference to discuss eligibility and placement.

II. Promotion and Retention

Promotion Requirements

Students will be promoted to the next grade level based on the number of years in middle school. Students who do not meet promotion criteria to 9th grade will be supported in the next grade level through intensive remediation as well as an alternative instructional setting.

To be promoted from 8th grade to high school, a student must successfully complete 12 core academic courses to include 3 courses in each of the following academic areas:- language arts, math, science, and social studies (to include Civics). Students who do not meet promotion criteria to 9th grade will be supported in the next grade level at an alternative instructional setting

Promotion from 8th grade to 9th grade for a student who transfers into Florida from out-of-state during middle school will be based on the student successfully completing the number of core courses in language arts, mathematics, science, and social studies for each year the student has been in Florida. If a student transfers into a Florida public middle school from a Florida private school during their middle grade years, the student must meet all promotion requirements as defined by state statute.

If a student has successfully completed a high school course, failure of the End-of-Course Assessment will not result in the student being retained in middle school.

8th grade students who are enrolled in a virtual program for an academic course must complete the academic course by the last day of school or will be placed in an alternative instructional setting.

Middle School Grading

Grading Scale:

Student achievement in all courses will be evaluated using numeric and letter grades. As designated in Florida Statute, letter grading scale and definitions adopted for all courses in grades 6 through 8 are as follows:

Value	Numeric Range	Letter Grade	Definition
4	90-100	A	Outstanding Progress
3	80-89	B	Above Average Progress
2	70-79	C	Average Progress
1	60-69	D	Lowest Acceptable Progress
0	0-59	F	Failure

Note: W = Withdrawn I = Incomplete* NG—No Grade Assigned

*An incomplete grade ("I") will be changed to a letter grade upon completion of all course requirements within 10 school days of the I being issued, under normal circumstances. If after ten days the course requirements are not completed, the incomplete grade will become an "F."

A progress report or report card grade cannot be more than 100%. Students must be notified in writing at the beginning of each course as to how their grade will be determined. This could be included in the Course Syllabus or information shared with students and parents.

Exam Exemptions:

Schools shall not exempt students from academic performance requirements such as final exams, based on practices or policies designed to encourage student attendance. A student's attendance record may not be used in whole or part to provide an exemption from any academic performance requirement.

Progress Reports:

Progress reports are ~~issued~~posted mid-way through each quarter (approximately 4.5 weeks) to notify students and their parents or guardians of mid-term academic progress. Progress reports are available via the Parent Portal. Schools may print Progress Reports at the ~~P~~principal's discretion. Parents may request a printed copy of the progress report. Additionally, parents may monitor student progress regularly through the FOCUS Parent Portal. To communicate with teachers, parents may contact each teacher by phone at school or through email.

Grades for courses taken through Manatee Virtual School and course recovery will not be included on the mid-quarter Progress Report.

Report Cards:

Report cards, which are available on a quarterly basis, specify the student's academic performance, conduct and behavior, and attendance, including absences and tardies. Academic performance is based on examinations as well as written papers, class participation, and/or other academic performance criteria. Report cards are available via the Parent Portal. Schools may print report cards at the pPrincipal's discretion. Parents may request a printed copy of the report card.

Makeup Work:

Following an excused absence, the students have the responsibility to contact their teachers on the next attendance day in order to obtain any missed assignments. Work assigned prior to the absence is due the day the student returns to school. Work assigned during the student's absence is due within a period of time equal to the number of days that the student was absent.

End of Year Grades:

The end of the year average in the district grade book system is based on the average of all four quarters, with the requirement that a passing grade must be earned either third or fourth quarter in order for the student to pass the course for the year. Letter grades will be awarded based on the district grade-ing scale.

For middle school courses that do not have a state-required End-of-Course Exam, a point system has been established for the benefit of students who may have experienced an unsuccessful quarter.

Teachers are to award whichever grade is the highest for each student -- the grade determined by the average of the four quarters, or the grade determined by the Point System. Students are still required to earn a minimum of at least one (1) point in second semester for either method of grading.

The Point System for End-of-the-Year Grades is determined as follows:

Each quarter grade will be assigned a value selected from the following:	To determine the end-of-year grade for a middle school course, total the numerical values of the four quarters and select the grade from the table below:
A = 4 B = 3 C = 2 D = 1 F = 0	A = 14 – 16 B = 10 – 13 C = 6 – 9 D = 3 – 5 F = 0 – 2

If the grade book program average and the grade determined by the point system differ, the student is to be given the higher of the two grades as long as the student earns at least one (1) point in second semester.

Grades for high school courses are calculated each semester according to the high school procedures and, therefore, do not have an end of the year grade. Middle school semester-long courses that do not have a state mandated EOC will be calculated by averaging the two quarters to determine a semester-long final grade.

The Ppoint Ssystem cannot be used to determine the end-of-year grades for Civics. It must be calculated using the EOC as 30% of the year-long course grade. Students are not required to earn at least 1 point in 3rd or 4th

quarter as the final grade is strictly based on the average of the 4 quarters and the EOC.

The final grade for Civics will be calculated as follows:

Quarter 1—17%

Quarter 2—18%

Quarter 3—17%

Quarter 4—18%

EOC—30%

Semester grades in Civics for students using an ESE End-of-Course Assessment Waiver will be averaged as follows:

Quarter 1=25%

Quarter 2 =25%

Quarter 3 =25%

Quarter 4 =25%.

Parent Notification:

Each year, to prepare students for career and postsecondary education planning, all middle schools shall notify students in grades 6 - 8 and their parents of the three-year and four-year high school graduation options, so that they may select the program that best meets the student's needs. This notification shall be conducted prior to the annual course selection so that a student's academic plan and a time frame for achieving the graduation option may be modified to meet the student's needs. The selection of a graduation option is an exclusive choice of the student and parent. However, if a diploma option is not selected, the choice will revert to the standard four-year diploma option, which requires 24 credits.

III. Transfer Students

Transfer Grade Policy

The procedures relating to the acceptance of transfer work and courses for students entering Florida's public schools composed of middle grades 6, 7, and 8 from out of state or out of country are as follows:

~~102.~~103. Grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value, subject to validation if required by the receiving school's accreditation. If validation of the official transcript is deemed necessary, or if the student does not possess an official transcript or is a home education student, successful completion of courses shall be validated through performance during the first grading period as outlined in subsection (b) of this rule.

~~103.~~104. Validation of courses shall be based on performance in classes at the receiving school. A student transferring into a school shall be placed at the appropriate sequential course level and should be passing each required course at the end of the first grading period. Students who do not meet this

requirement shall have courses validated using the Alternative Validation Procedure, as outlined below.

~~104.~~105. Alternative Validation Procedure. If validation based on performance as described above is not satisfactory, then any one of the following alternatives identified in the district S~~s~~tudent P~~p~~rogression P~~p~~lan shall be used for validation purposes as determined by the teacher, principal, and parent or guardian:

a. Portfolio evaluation by the superintendent or designee;

b. Demonstrated performance in courses taken at other public or private schools that are accredited;

c. Demonstrated proficiencies on nationally-normed standardized subject area assessments;

d. Demonstrated proficiencies on the required state assessment; or

e. Written review of the criteria utilized for a given subject provided by the former school.

Students must be provided at least ninety (90) days from date of transfer to prepare for assessments outlined above if required.

~~105.~~106. Transferring students who are not proficient in English should receive immediate and intensive instruction in English language acquisition.

Virtual School Transfers

Students who are enrolled full time in a virtual school program are required to meet the same promotion requirements of all other public school students in the state of Florida.

For a student who transfers back into a non-virtual district school any time during the year, the student shall be required to bring evidence of grades in progress as documented by withdrawal forms, p~~P~~rogress r~~R~~eports, or r~~R~~eport c~~C~~ards.

If the student is able to produce the required documentation, the grades received while attending the virtual school program will become part of the student's record in the same manner as any other transfer student. However, if the student is unable to provide the required documentation, validation of courses shall be based on performance during the first grading period in the non-virtual district school classroom. This validation will follow the same procedures as outlined under Transfer Grade Policy.

IV. Course Acceleration and Enrichment

Principals may override district criteria and place students in high school dual enrollment courses based on data indicating that the student is capable of success in the courses. This data must be documented.

High School Credit Courses Offered in Middle School

High school dual credit courses provide middle school students who have advanced skills the opportunity to pursue a more rigorous education. The expectation is that these students will take challenging courses, such as

Advanced Placement, AICE, International Baccalaureate, and College Dual Enrollment, during their senior year of high school. High school credit courses are not offered in middle school for the purpose of graduating early or experiencing an "easier" senior year. Failure to take rigorous academic courses during the senior year could prevent a student from being accepted into many colleges and universities. Parents of student athletes who take high school courses in middle school should visit the National Collegiate Athletic Association (NCAA) web-site.

Each middle school may offer dual enrollment high school courses based on the needs of their students, special program requirements, and whether the minimum number of students enroll in the course. Course offerings vary by school; please see the school's Curriculum Guide for specific course offerings.

Career and Technical Education (CTE) courses that have been approved by the Director of CTE, articulate to high school CTE programs in their feeder pattern, and are the introductory course in a specific program of study.

A Curriculum Modification Request Form can be submitted by the principal to the Office of Student Assignment for the Deputy Superintendent for Instructional Services to request approval to offer high school credit courses.

~~106.~~107. Grades for high school courses taken during middle school will appear on the high school transcript and will be averaged in with the high school grade point average. Students must carry forward all grades and any credits earned in high school courses.

~~107.~~108. ~~Both~~ State assessments, benchmark data and course grades must be monitored. If a middle school student is struggling in a high school course during first or second quarter, a schedule change may be implemented by the school administrator to move the student to the middle school course, as long as there is room in the course. Remaining in high school courses places the middle school student at risk of failing a required core subject. The schedule change must be made before the end of first semester.

Once the semester is completed and the student has earned the high school credit, the grade and credit cannot be removed from the high school transcript, even if the grade is a" "D or "F".

~~108.~~109. Middle school students who earn a "C" or lower in a high school course are strongly encouraged to retake the course under the Grade Forgiveness Policy.

~~109.~~110. Schools will use district criteria for identifying eligible students for enrollment in honors or high school credit courses. Schools must have a plan for reviewing students' required state assessments scores and their grade point averages to ensure that all eligible students are considered for placement into these courses. Principals may override the district criteria and place students in dual enrollment courses based on data indicating that the student is capable of success in the courses. This data must be documented.

~~110.~~111. AVID students must be placed in at least one honors, advanced, or dual enrollment course. Principals are encouraged to make exceptions to the placement criteria in the AVID students' areas of strength. Special consideration should be given to placing students in Algebra 1 Honors in an AVID student's 8th grade year.

District Criteria for Enrollment in High School Credit Courses

Students earning a "D" or "F" in a high school credit course at the end of the first semester may be withdrawn and scheduled into a middle school course in the same subject area by the school administrator.

~~111.~~112. English I Honors:

The student must have earned a Level 3, 4, or 5 on the most current required state assessment in English Language Arts (ELA) or have both of the following:

a. teacher, counselor, and/or administrator recommendation

b. 3.5 grade point average for the year in the 7th grade Advanced Language Arts course

~~112.~~113. 8th Grade Algebra I or Algebra I Honors:

The student must have earned a Level 3, 4, or 5 on the most current required state assessment in Mathematics or have both of the following:

a. teacher, counselor, and/or administrator recommendation

b. 3.5 grade point average for the year in the 7th grade Advanced Mathematics course

~~113.~~114. 7th Grade Algebra I Honors:

The student must have earned a Level 4 or 5 on the most current required state assessment in Mathematics, scored a stanine of 8 or 9 on the Iowa Algebra Prognosis Test, completed the district developed summer assignment, or have both of the following:

a. teacher, counselor, and/or administrator recommendation

b. 3.5 grade point average for the year in the 6th grade Advanced Mathematics course

~~114.~~115. 8th Grade Geometry Honors:

The student must have earned a "C" or higher in each semester of Algebra I Honors and must have passed the End-of-Course Assessment. A student who passes the Algebra I Honors course but does not pass the Algebra End-of-Course Assessment or earned the required comparative/concordant score may not enroll in Geometry Honors.

~~115.~~116. World Languages I:

The student must have earned a Level 4 or 5 on the most current required state assessment in English Language Arts or have both of the following:

a. teacher, counselor, and/or administrator recommendation

b. 3.0 grade point average in the previous year's Advanced Language Arts course

~~116.~~117. World Languages II:

a. the student earned a 3.0 grade point average in the first year of the World Language course; and

b. teacher, counselor, and/or administrator recommendation

~~117.~~118. Physical Science Honors/Integrated Science Honors:

The student must have earned a Level 4 or 5 on the most current required state assessment in English Language Arts and Mathematics or have both of the following:

a. a 3.0 grade point average in the previous year's Advanced Science course.

b. teacher, counselor, and/or administrator recommendation

~~118.~~119. Career & Technical Courses:

a. CTE teacher, counselor, and/or administrator recommendation; and

b. The student must have earned a 3.0 grade point average in the previous year's course within the same or similar curricular area. ~~CTE course~~.

Awarding Grades and Credits for High School Credit Courses in Middle School

Course Requirements:

High school dual enrollment courses must meet all of the requirements of high school courses. High school requirements include:

~~119.~~120. assessment of students through a semester exam;

~~120.~~121. administration of any state-required end-of-course exams;

~~121.~~122. calculation of the semester grade using the high school procedure;

~~122.~~123. minimum 135 hours as required in Florida Statute;

~~123.~~124. district-approved instructional materials aligned with the district-approved curriculum; and

~~124.~~125. reporting of the first and second semester grades to the high school the student will attend.

Grades:

Course grades will be averaged as follows:

The student's semester grade is calculated by averaging according to the following scale:

Quarter 1 = 40%
Quarter 2 = 40%
Benchmark Assessment or teacher designed exam = 20%

Quarter 3 = 40%
Quarter 4 = 40%
Benchmark Assessment or teacher designed exam = 20%

All state generated EOCs (Algebra I and Geometry) will constitute 30% of the final course grade. The grade will be calculated as follows:

Quarter 1 = 35%	Quarter 3 = 35%
Quarter 2 = 35%	Quarter 4 = 35%
Semester Exam = 30%	EOC = 30%

Credit Recovery courses will follow the same grade calculation as all other similar courses.

End-of-Course Assessment Waiver

A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for who the IEP committee determines that an end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end-of-course assessment results waived for the purpose of determining the student's course grade and credit as required. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An individual IEP team will examine all information for each ESE student, and then make a determination regarding the potential for the results of the EOC to be waived.

Any waiver of the statewide, standardized assessment requirements by individual education plan team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent.

Semester grades for students using an End-of-Course Waiver will be averaged as follows:

Semester 1: Quarter 1=50% and Quarter 2 =50%

Semester 2: Quarter 3 =50% and Quarter 4 =50%.

Florida Course Credit Statute

Florida Statute requires that a student enrolled in a year-long course shall receive a full credit if the student passes one semester of the course but fails the other semester based on the defined recalculation process. This statute may also be applied if recalculation of a year-long grade would result in a higher final grade for the student, even if a semester grade of "F" was not earned. A student or parent must request this recalculation in

writing. Schools must ensure students and parents are aware of this option.

The numeric semester grades will be averaged to calculate a year-long grade. If this average is to the student's benefit, it will be entered on the student's academic history as the final grade for the course. Each school will follow the district plan to ensure that the grade recalculation is completed and entered into the student system.

Courses carried forward as high school credit will be used to satisfy the high school graduation and Florida Academic Scholars Award requirements. A middle school student must be granted credit toward high school graduation requirements for courses taken through dual enrollment.

Once a high school grade is earned (credit carried forward to high school), that grade becomes a permanent record on the student's transcript and may not be removed from the transcript.

High School Dual Enrollment Courses - End-of-Course Exams (EOC):

~~125.~~126. To earn high school credit for Algebra I, a middle school student must take the state-wide standardized Algebra I EOC assessment and pass the course. The student's performance on the Algebra I EOC assessment constitutes 30% of the student's final course grade. If a student passes the course but does not pass the EOC, the promotion requirement for middle school is met, but the student must pass an Algebra I EOC retake or have earned a comparative/concordant score on a state approved assessment in order to earn a high school diploma.

To earn high school credit for a Geometry course, a middle school student must take the state-wide standardized Geometry EOC assessment, which constitutes 30% of the student's final course grade, and earn a passing grade in the course.

Semester grades for ~~student~~students who do not take the semester exam will be calculated with a 0% as the exam portion of the grade calculation. All make-ups for semester 1 exams must be completed within 10 school days following the semester 1 exam window. Once the exam is completed, the semester grade will be recalculated.

~~126.~~127. Students enrolled in a high school course with a statewide, standardized end-of-course assessment shall not take the corresponding grade-level required state assessment.

~~127.~~128. A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for whom the IEP committee determines that an end-of-course (EOC) assessment with accommodations cannot accurately measure the student's abilities, shall have the EOC assessment results waived for the purpose of determining the student's course grade and credit. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An IEP team will examine all information for each ESE student and make a determination regarding the potential for the results of the EOC to be waived.

Any waiver of the statewide, standardized assessment requirements by the IEP team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent.

District Criteria for Enrollment in Advanced Middle School Courses

Students/Parents may request enrollment in advanced middle school courses during the course selection process in the spring. Upon verification that required criteria has been met, enrollment will be granted. Principals may override the district criteria and place students in advanced courses based on data indicating that the student is capable of success in the courses. This data must be documented. AVID students must be placed in at least one honors, advanced, or dual enrollment course. Principals are encouraged to make exceptions to the placement criteria in the AVID students' areas of strength.

~~128.~~129. Accelerated Math:

The student must have earned a Level 3 or above on the most current required state assessment in Mathematics or have both of the following:

a. teacher, counselor, and/or administrator recommendation

b. 3.0 grade point average for the year in the previous year's Mathematics course

~~129.~~130. Advanced Language Arts

The student must have earned a Level 3 or above on the most current required state assessment in English Language Arts (ELA) or have both of the following:

a. teacher, counselor, and/or administrator recommendation

b. 3.0 grade point average for the year in the previous year's Language Arts course

~~130.~~131. Advanced Science:

The student must have earned a Level 3 or above on the most current required state assessment in Science, Mathematics, or English Language Arts (ELA) or have both of the following:

a. teacher, counselor, and/or administrator recommendation

b. 3.0 grade point average for the year in the previous year's Science course

~~131.~~132. Advanced Social Studies:

The student must have earned a Level 3 or above on the most current required state assessment in English Language Arts (ELA) or have both of the following:

a. teacher, counselor, and/or administrator recommendation

b. 3.0 grade point average for the year in the previous year's Social Studies course

Credit Acceleration Program (CAP)

The Credit Acceleration Program (CAP) is created for the purpose of allowing a student to earn high school credit in a course that requires a statewide, standardized end-of-course assessment if the student attains a

specified score on the assessment. The school district shall award course credit to a student who is not enrolled in the course, or who has not completed the course, if the student attains a score indicating satisfactory performance on the corresponding statewide standardized end-of-course assessment. The school district shall permit a student who is not enrolled in the course, or who has not completed the course, to take the standardized end- of-course assessment during the regular administration of the assessment.

The credit awarded is for the regular course level and not the honors level. The credit for this course is not weighted for GPA calculation purposes.

If a student fails a course requiring an EOC to earn credit, but attains a score indicating satisfactory performance on the corresponding EOC, credit will be awarded for the course as prescribed by state statute. Students must retake the course in order to use the grade forgiveness policy. The failing grade will be calculated in the GPA unless the student retakes the course and earns a "C" or above.

Grade Forgiveness Policy

Middle school students taking high school courses may repeat and replace a grade of "C", "D", or "F" earned during middle school in the high school course, with a grade of C or higher, earned subsequently in the same or comparable courses.

Credit Recovery courses are credit-bearing courses with specific content requirements defined by ~~Florida State Standards~~state adopted standards. Students enrolled in a Credit Recovery course must have previously attempted the corresponding course (and/or End-of-Course assessment) since the course requirements for the Credit Recovery course are exactly the same as the previously attempted corresponding course. It is important to note that Credit Recovery courses are not bound by Section 1003.436(1) (a), Florida Statutes, requiring a minimum of 135 hours of bona fide instruction (120 hours in a school/district implementing block scheduling) in a designed course of study that contains student performance standards, since the students have previously attempted successful completion of the corresponding course. Additionally, Credit Recovery courses should ONLY be used for credit recovery, grade forgiveness, or remediation for students needing to prepare for an End-of- Course assessment retake.

Alternative Education Programs and the Department of Juvenile Justice

For students in alternative programs, including DJJ, the Career Education component must be completed by all students prior to leaving the 8th grade. For students in DJJ programs, the physical education requirement will be waived if the student is in a commitment program as an eighth grader. Physical education is not available in the DJJ program. For juvenile justice programs and alternative programs offering extended learning opportunities, promotions may occur as the requirements herein described are met.

High School Education (Grades 9-12), Section 4.9.3

I. Program of Studies Grades 9-12

High school basic education course offerings are selected from the Florida Department of Education's Course Code Directory and approved by the Deputy Superintendent for Instruction Services for the School District of Manatee County. All students will receive instruction in reading, English/language arts, mathematics, science, social studies, the arts, health and physical education. The School District of Manatee County will adhere to all statutes regarding required instruction.

Students are required to be enrolled on a full-time basis, to include seven courses or the equivalent. If there are extenuating circumstances, students may use a combination of Manatee Virtual School courses and traditional courses to meet the full-time criteria. In order to use this option, seats must be available in the required Manatee Virtual School courses, and principal approval is required. Students wishing to have a part-time enrollment status may do so by registering as a home education student. Home education students may take up to three courses at their districted school, providing there is room in the courses selected. Home education students will not be awarded a diploma from the School District of Manatee County and may not participate in any senior graduation activities on the districted school campus.

II. Grades and Credits

Grading Scale

Student achievement in all courses will be evaluated using numeric and letter grades. As designated in Florida Statute, the letter grade scale and definitions adopted for all courses in grades 9 through 12 are as follows:

Value	Numeric Range	Letter Grade	Definition
4	90-100	A	Outstanding Progress
3	80-89	B	Above Average Progress
2	70-79	C	Average Progress
1	60-69	D	Lowest Acceptable Progress
0	0-59	F	Failure

Note: W = Withdrawn I = Incomplete* NG—No Grade Assigned

*An incomplete grade ("I") will be changed to a letter grade upon completion of all course requirements within 10 school days of grades being posted, under normal circumstances. If, after 10 days, the course requirements are not completed, the incomplete grade will become an "F."

Exam Exemption Policy:

Seniors who earn a "B" or higher for both third and fourth quarters may exempt the required semester exam. State mandated cEnd-of-cCourse exams and dual enrollment course exams may not be exempted. Grades for students who are eligible to exempt the sSemester cExam will be averaged using only the third and fourth quarter grades. Each quarter will be calculated at 50% of the total semester grade.

Grading Policies:

Schools shall not exempt students from academic performance requirements, such as fiFinal cExams, based on practices or policies designed to encourage student attendance. A student's attendance record may not be used in whole or part to provide an exemption from any academic performance requirement.

Students must be notified in writing at the beginning of each course as to how their grades will be determined. This could be included in the course syllabus or information shared with students and parents.

Pass/Fail grades will not be issued for courses offered in Manatee District Schools. Students who transfer in with a Pass ("P") grade will earn the credit for the indicated course(s) but will not have a grade calculated into their grade point average.

In alignment with post-secondary education, withdrawals from a course will not become part of the student record if the course is dropped within the first ten days of the start of the semester. A "W" (Withdraw) will be recorded after the first ten days but prior to the end of the first/third quarter. Either a "WP" (Withdraw Passing) or "WF" (Withdraw Failing) will be recorded if the course is dropped after the first quarter, indicating the student's progress at the time of withdrawal. There is no impact on GPA.

Progress Reports are issued mid-way through each quarter (approximately 4.5 weeks) to notify students and their parents or guardians of mid-term academic progress. Additionally, parents may monitor student progress regularly through the FOCUS Parent Portal. To communicate with teachers, parents may contact each teacher by phone at school or through email. Many teachers maintain a web page or post through our online platform Schoology to upload information such as homework, other assignments, major projects, unit assessments, and the course syllabus.

Semester Grades

A Semester Exam is required in all courses for high school credit. Semesters Exams may not be given early. Semester grades for students who do not take the semester exam will be calculated with a 0% as the exam portion of the grade calculation. All make-ups for semester 1 exams must be completed within 10 school days following the semester 1 exam window. Once the exam is completed, the semester grade will be recalculated.

Course grades will be averaged as follows:

The student's semester grade is calculated by averaging according to the following scale:

Quarter 1 = 40%	Quarter 3 = 40%
Quarter 2 = 40%	Quarter 4 = 40%
Semester Exam = 20%	Semester Exam = 20%

The Algebra I, Geometry, U.S. History, and Biology EOCs will constitute 30% of the final course grade. The grade will be calculated as follows:

Quarter 1 = 35%	Quarter 3 = 35%
Quarter 2 = 35%	Quarter 4 = 35%Semester Exam = 30%
EOC= 30%	

Credit Recovery courses will follow the same grade calculation as all other similar courses.

End-of-Course Assessment Waiver

A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for who the IEP committee determines that an end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end-of-course assessment results waived for the purpose of determining the student's course grade and credit as required. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An individual IEP team will examine all information for each ESE student, and then make a determination regarding the potential for the results of the EOC to be waived.

Any waiver of the statewide, standardized assessment requirements by individual education plan team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent.

Semester grades for students using an End-of-Course Waiver will be averaged as follows:

Semester 1: Quarter 1=50% and Quarter 2 =50%

Semester 2: Quarter 3 =50% and Quarter 4 =50%.

Florida Course Credit Statute

Florida Statute requires that a student enrolled in a year-long course shall receive a full credit if the student passes one semester of the course but fails the other semester and the average of the two semesters is a 60% or higher based on the defined recalculation process.

If recalculation of a year-long grade, even if a semester grade of "F" was not earned, would result in a higher

final grade for the student, this statute may also be applied. A student or parent must request this recalculation in writing. Schools must ensure students and parents are aware of this option.

The numeric semester grades will be averaged to calculate a year-long grade. If this average is to the student's benefit, it will be entered in the student's academic history as the final grade for the course. Each school will follow the district plan to ensure that the grade recalculation is completed and entered into the student system.

This rule applies when both semesters are taken within one school year, and the student fails one of the two semesters. Students continue to earn ~~a~~ half-credit for passing a semester of a course. This does not affect other credit recovery options.

Make-up Work

Following an excused absence, the student has the responsibility to contact his/her teachers on the next attended day in order to obtain any missed assignments. Work assigned prior to the absence is due the day the student returns to school. Work assigned during the student's excused absence is due within a period of time equal to the number of days that the student was absent.

Grade Point Average

~~132.~~133. A student's cumulative grade point average (GPA) will be calculated based upon all of the courses a student has completed, including courses taken for high school credit in middle school, except those where the forgiveness policy applies. Transfer credit(s) with a grade of Pass (P) will not be calculated into the grade point average. In order to graduate, students must earn a cumulative unweighted GPA of 2.0 on a 4.0 scale.

134. Parents of students who have a cumulative GPA of 1.5 or below at the end of each semester in grades 9, 10, 11, and 12 shall be notified that the student is at-risk of not meeting the graduation requirements. The notice shall contain an explanation of the policies the district has in place to assist the student in meeting the GPA requirement.

~~133.~~

Class Rank

~~134.~~135. For the purposes of class ranking, high schools will use a weighted grading system for appropriate courses as indicated in the Florida Department of Education Comprehensive Course Table for high school credit courses. Class rank for graduation will be determined in January of the current school year. Class rank is determined by a student's cohort, which is defined by the year that the student enters 9th grade.

135. ~~For courses taken prior to the 2016-2017 school year, an additional one (1) weighted grade point will be added to each course grade of a "D" or above in courses designated as weighted in the Florida Department of Education Comprehensive Course Table. The charts below identify the grade weighting rules for courses taken in specified academic years.~~

136. Class rank will be determined based on courses for which credit and grades are awarded toward a Standard Diploma. Students earning a Access Points Pathway Standard Diploma, ~~a Special Diploma~~, Hospital Homebound students, and Home Education students will not be included in the class ranking. A student's rank in class will be determined by using the cumulative weighted grade point average.

137. Class rank will be calculated and locked for graduation recognition purposes ten (10) school days after the end of the first semester. After it is locked, there will be no recalculation of class rank for graduation purposes.

138. Grade weighting is done at the discretion of the school district. The School District of Manatee County will weight all courses, including those transferred in from out of district, based on the scales described ~~in 6 and 7~~ below.

139. ~~For courses taken prior to the 2016-2017 school year, the grade weighting scale is as follows:~~

~~Unweighted~~	~~Weighted~~
~~Grade Points~~	~~Grade Points~~
~~A = 4~~	~~A = 5~~
~~B = 3~~	~~B = 4~~
~~C = 2~~	~~C = 3~~
~~D = 1~~	~~D = 2~~

~~140.~~139. Beginning with courses taken during the 2016-2017 school year and thereafter, the grade weighting scale is as follows:

Unweighted Grade Points	Weighted Honors Course Grade Points	Weighted Advanced Studies Course* Grade Points
A=4	A=4.5	A=5
B=3	B=3.5	B=4
C=2	C=2.5	C=3
D=1	D=1.5	D=2

* (Section 1003.437, F.S., specifies that "For the purposes of class ranking, district school boards may exercise a weighted grading system pursuant to s. 1007.271." For districts that use a weighted grading system, s. 1007.271(18), F.S., states that "school districts and Florida College System institutions must weigh dual enrollment courses the same as A~~a~~dvanced P~~p~~lacement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation or weighting systems that discriminate against dual enrollment courses are prohibited." This provision relating to GPA weighting includes all dual enrollment courses, including career education courses.)

~~141.~~140. Career and Technical Education courses that are Level 3 courses and lead to an industry certification are weighted the same as a grade earned in an Honors course for the purpose of calculating grade point average (GPA).

Honors Recognition

The upper 10% of the graduating class, based on the weighted rank in class, will be graduated with Honors in the recognition of excellence in academic achievement. High schools will determine the top 10% and top 4% of the graduating class using the weighted grade point average. All Honors and Highest Honors students will be recognized at commencement. A Valedictorian and a Salutatorian will not be chosen.

Grade Forgiveness

Achievement of a cumulative grade point average of 2.0 (unweighted) on a 4.0 scale is required for graduation. To assist students in meeting this requirement, districts may offer grade forgiveness policies, summer school, before-school or after-school attendance, special counseling, volunteers or peer tutors, school- sponsored help sessions, homework hotlines, and study skills classes.

~~142.~~141. To assist students in achieving a cumulative grade point average of 2.0 (unweighted) on a 4.0 scale, the forgiveness policy provides that students may replace a "D" or "F" with a grade of "C" or higher, earned subsequently in the same or comparable course. Only one grade and one credit may be earned for the same course. When a course is repeated, all grades appear on the student's transcript. The forgiveness policy applies only when a course is repeated after the course for which the "D" or "F" was earned. Students may repeat a course already passed only once.

~~143.~~142. The only exception to these forgiveness policies shall be made for a student in middle school who takes any high school course for high school credit and earns a grade of "C", "D", or "F". In such cases, the district forgiveness policy must allow the replacement of the grade with a grade of "C" or higher, earned subsequently in the same or comparable course. When a course is repeated, all grades appear on the student's transcript. All grades, except those that meet the conditions of the grade forgiveness policy, will be calculated in the grade point average.

~~144.~~143. In all cases of grade forgiveness, only the new grade is used in the calculation of the student's grade point average. Any course not replaced according to the forgiveness policy is included in the calculation of the cumulative grade point average required for graduation. Post-secondary institutions may have different grade forgiveness policies and could include ALL courses attempted. This could recalculate GPA and affect admissions decisions.

~~145.~~144. Elective courses may be replaced with any other elective course, as long as graduation requirements are still met with the substituted elective course. A student may choose to retake a high school course where no credit was awarded.

Courses for Graduation for Standard Diploma	Course completed	Course(s) that will Forgive the grade

Required specific courses for graduation (Biology, HOPE/PE, Algebra I, Geometry, U.S. History, U.S. Govt., Economics, World History)	Regular course Honors, AP, IB, AICE course	Same course or Honors if available Same course or regular course
Required nonspecific courses for graduation (English, Mathematics, Science)	Regular course Honors, AP, IB, AICE course	Same course or Level 2 or Level 3 course in the same discipline Same course or regular course, or Level 3 course in the same discipline Agriscience Foundations (8106810~~8106680~~), if used as a science credit, can forgive an equally rigorous science
Electives	Any elective	Same course or any elective

Credit Recovery courses are elective credit-bearing courses with specific content requirements defined by Florida State Standards. Students enrolled in a Credit Recovery course must have previously attempted the corresponding course (and/or End-of-Course assessment), It is important to note that Credit Recovery courses are not bound by Section 1003.436(1)(a), Florida Statutes, requiring a minimum of 135 hours of bona fide instruction (120 hours in a school/district implementing block scheduling) in a designed course of study that contains student performance standards, since the students have previously attempted successful completion of the corresponding course. Additionally, Credit Recovery courses should ONLY be used for credit recovery or grade forgiveness or to support on-time graduation.~~.~~

Credits

The granting of course credit is based on an evaluation of the individual student's achievement of established district and state performance standards and other requirements as designated by the teacher. Performance standards will include specific course content as specified in statutes and in the district curriculum.

~~146.~~145. For the purpose of high school graduation requirements, one full credit is determined as follows:

a. A minimum of 135 hours of bona fide instruction in a designated course of study which contains student performance standards; or

b. For schools that have been authorized to implement block scheduling by the district school board, a minimum of 120 hours of bona fide instruction in a designated course of study that contains student performance standards for purposes of meeting high school graduation requirements.

~~147.~~146. One-half (.5) credit means a minimum of 67.5 hours of bona fide instruction or a minimum of 60 hours of bona fide instruction in a high school that implements block scheduling. One half (.5) credit shall be awarded at the end of each semester/term upon the satisfactory completion of course requirements.

~~148.~~147. Student performance standards must be met for each Academic and Career and Technical Education Program in grades 9 through 12 for which credit toward high school graduation is awarded.

~~149.~~ Credit will be awarded if a student not enrolled in or who has not completed a course takes and passes a statewide standardized assessment through the Credit Acceleration Program.

~~150.~~148. No student may be granted credit toward high school graduation for enrollment in the following programs or courses:

a. More than a total of nine elective credits in remedial programs.

b. More than one credit in exploratory vocational courses.

c. Any Level 1 course, unless the student's assessment indicates a more rigorous course would be inappropriate, in which case a written assessment of the need must be included in the Individual Education Plan or the Individual Progress Monitoring Plan and signed by the principal, school counselor and the parent, if the student is not 18 years or older.

~~151.~~149. Enhanced Instruction for Non-Proficient Students:

~~152.~~ Students must earn a Level 3 or higher in English Language Arts (ELA) and/or Math on a standardized assessment within the last two or more consecutive years. Students who do not meet this criteria may be required to receive enhanced instruction through a course that will assist in building the students' skills and in mastering standards~~.~~

- School administrators may use concordant/comparative scores on state-approved assessments (SAT, ACT, PERT. PERT may not be used by students entering 9th grade in 2019~~8~~-2020~~19~~ and thereafter. ~~)~~ to determine proficiency if no state standardized assessment scores are available at the time of enrollment.

~~153.~~150. Intensive Instruction Waiver:

Parents may submit a waiver of the intensive instruction requirement for their child to the student's school counselor. Exercising this option can jeopardize a student's opportunity for an ESE assessment waiver and prohibit students from participation in alternative graduation options in high school. The following criteria

must be met to qualify for this waiver:

a. Parents must complete the Intensive Instruction Waiver Request Form.

b. Student must be in 6th-11th grade.

III. Promotion

Promotion Guidelines

Students will be promoted based on the number of years in which they have attended high school:

First year—9th grade

Second year—10th grade

Third year—11th grade

Fourth year—12th grade

Students entering high school for the first time may be placed into the 9th grade.

Students who do not meet graduation requirements after the 8th semester of high school and choose to continue their high school education, will be placed in an alternative site at the start of their 9th semester.

Students who plan to graduate in three years will be promoted to 12th grade after the first semester of their third year in high school.

IV. Acceleration and Enrichment

Articulated acceleration is available and serves to shorten the time necessary for a student to complete the requirements associated with a high school diploma and a postsecondary degree, broaden the scope of curricular options available to students, or increase the depth of study available for a particular subject. This includes, but is not be limited, to Dual Enrollment and Early Admission, Cambridge Advanced International Certificate of Education Program (AICE), Advanced Placement (AP), and the International Baccalaureate (IB) Program. Credits earned through the Florida Virtual School shall provide additional opportunities for early graduation and acceleration.

Each high school shall advise students of programs through which a high school student can earn college credit, including ~~Advanced Placement~~ AP~~(AP)~~, ~~International Baccalaureate~~IB ~~(IB)~~, ~~Cambridge Advanced International Certificate of Education Program (AICE)~~AICE, dual enrollment courses, career academy courses, and courses that lead to national industry certification, as well as offerings through virtual instruction.

A student shall~~must~~ have a 3.0 grade point average and have earned Level 3 or higher on the FSA, passed a nationally-normed standardized test, or earned the required comparative/concordant score within the last two years to be eligible to participate in AP, IB, or ~~Cambridge~~ AICE ,or at the discretion of the principal~~.~~

A student transferring in from out-of-state, homeschool, or private school with a state or national normed test

score demonstrating that the course is academically appropriate, may enroll in AP, IB, or ~~Cambridge~~ AICE. If requested by the student or parent, the principal may override the district criteria and place students in advanced studies courses based on data indicating that the student is capable of success in the courses. This data must be documented.

Home education students may participate in dual enrollment, career dual enrollment, early admission, and credit by examination. Credit earned by home education students through dual enrollment shall apply toward the completion of a home education program that meets the requirements of Section 1002.42, Florida Statute.

~~A.~~ Advanced Placement (AP)

Advanced Placement (AP) is the enrollment of an eligible secondary school student in a course offered by the Advanced Placement Program administered by the College Board. Postsecondary credit for an AP course may be awarded to students who score a minimum of 3 on a 5-point scale on the corresponding AP exam in accordance with the policies of the receiving college or university. Students shall be exempt from the payment of any fees, excluding restocking fees when applicable, for AP courses in which they are enrolled, including fees for administration of the AP examination, regardless of whether the student achieves a passing score. Students requesting to take AP exams for courses in which they are not currently enrolled must pay for the cost of the AP exam.

A school may withdraw s Students earning a "D" or "F" in an Advanced Placement Course may be withdrawn and scheduled into another course in the same subject area.

AP Capstone™

AP Capstone™ is a diploma program based on two AP courses: AP Seminar and AP Research. These yearlong courses focus on developing the critical thinking, research, collaboration, time management, and presentation skills students need for college-level work. If a student earns scores of 3 or higher in AP Seminar and AP Research, he or she will receive the AP Seminar and Research Certificate™. If a student earns scores of 3 or higher in AP Seminar and AP Research and on four additional AP Exams, the student will receive the AP Capstone Diploma™. AP Seminar - During this course, students investigate a variety of topics through various viewpoints. Students will also complete a team project and an individual paper and presentation, as well as take a written end-of-course exam. AP Research - In AP Research, students explore various research methods and complete an independent research project. The project can build on a topic, problem, or issue covered in AP Seminar or on a brand-new topic of your own choosing. At the end of the project, students submit an academic paper and present and defend the research findings.

International Baccalaureate (IB)

The International Baccalaureate (IB) Program is the curriculum whereby students are enrolled in a program of studies offered through the IB Program administered by the IB Office. The State Board of Education has established rules that specify the cutoff scores and IB Examination that will be used to grant postsecondary credit at community colleges and universities. Students shall be awarded a maximum of 30 college semester credit hours. Students shall be exempt from the payment of any fees, excluding restocking fees when applicable, for IB courses in which they are enrolled, including fees for administration of the examinations,

regardless of whether or not the student achieves a passing score on the examination.

A school may withdraw s~~S~~tudents earning a "D" or "F" in an IB Course at the end of the first semester may be withdrawn and scheduled into another course in the same subject area.

Cambridge Advanced International Certificate of Education (AICE)

Cambridge Advanced International Certificate of Education (AICE) provides a high-quality curriculum which prepares young people for honors degree programs. It requires the study of subjects drawn from three curriculum areas; mathematics and science, languages, and arts and humanities. ~~Cambridge~~ AICE offers students the opportunity to tailor their studies to their individual interests, abilities, and future plans within an international curriculum framework. The State Board of Education has established rules that specify the cutoff scores that will be used to grant postsecondary credit at community colleges and universities. Students shall be awarded a maximum of 30 college semester credit hours. Students shall be exempt from the payment of any fees, excluding restocking fees when applicable, for Cambridge AICE courses in which they are enrolled, including fees for administration of the examinations, regardless of whether or not the student achieves a passing score on the examination. Students requesting to take Cambridge AICE exams for courses in which they are not currently enrolled must pay for the cost of the Cambridge AICE exam.

A school may withdraw s~~S~~tudents earning a "D" or "F" in a ~~Cambridge~~ AICE c~~C~~ourse at the end of the first semester ~~may be withdrawn~~ and scheduled into another course in the same subject area.

Early High School Graduation

Early high school graduation is an option if a student has completed a minimum of 24 credits and meets all graduation requirements in less than 8 semesters, or meets the 18 credit, ACCEL Diploma Option. A student who graduates early may continue to participate in school activities and social events and attend and participate in graduation events with the student's cohort as if the student were still enrolled in high school. A student who graduates early will be included in class ranking, honors, and award determinations for the student's cohort. Cohort is defined by the FLDOE as when the student enters 9th grade (1003.4281).

A student who graduates early must comply with district school board rules and policies regarding access to the school facilities and grounds during normal operating hours.

Advancement Via Individual Determination (AVID)

Advancement Via Individual Determination (AVID) is designed to prepare students for college readiness and success. Students who apply for and are accepted must also take at least one weighted course (Honors, Pre-AP, AP, IB, ~~Cambridge~~ AICE, and Dual Enrollment) and the AVID Academic elective. AVID is designed for students who are capable of completing a college-preparatory curriculum. The AVID curriculum supports students as they undertake the most rigorous courses, with an emphasis on writing as a learning tool, the inquiry method, collaborative course grouping, organization, and academic reading. ~~AVID students must be placed in at least one honors, Cambridge AICE, AP, dual enrollment, or IB course.~~ Principals are encouraged to make exceptions to the placement criteria in AVID students' areas of strength.

Middle School Dual Enrollment

High school courses may be taken by eligible middle school students.

~~154.~~151. High school courses taken during middle school may be used to satisfy high school graduation requirements and Florida Bright Futures Scholarship requirements.

~~155.~~152. A student must be granted credit toward high school graduation requirements for courses completed in middle school. Grades for high school credit courses taken during middle school will appear on the high school transcript, and the grades will average into the student's high school grade point average (GPA).

~~156.~~153. High schools shall not award high school credit for courses taken in middle school if the middle school did not award the high school credit.

~~157.~~154. Middle school students taking courses that require an EOC must follow statute.

Dual Enrollment and Early Admission

Dual Enrollment Programs and E~~e~~early A~~a~~dmission are available at all high schools.

~~158.~~155. The Dual Enrollment Program is defined as the enrollment of an eligible secondary student or home education student in a postsecondary course creditable toward high school completion and a career and technical certificate or an associate or baccalaureate degree.

~~159.~~156. The School Board shall inform all secondary school students of dual enrollment as an educational option and mechanism for acceleration. Students shall be informed of eligibility criteria, the option for taking dual enrollment courses beyond the regular school year, and the minimum academic credits required for graduation. District school boards must annually assess the demand for dual enrollment and other advanced courses, and the district school board shall consider strategies and programs to meet that demand and include access to dual enrollment on the high school campus whenever possible. Information regarding student education options which discriminate against dual enrollment courses is prohibited.

~~160.~~157. Students enrolled in postsecondary instruction that is not creditable toward the high school diploma shall not be classified as dual enrollment.

~~161.~~158. Students who are eligible for dual enrollment shall be permitted to enroll in dual enrollment courses conducted during school hours and after school hours~~.~~

~~162.~~159. Instructional time for such enrollment may vary from 900 hours; however, the school district may only report the student for a maximum of 1.0 Full-time Equivalency (FTE). Any student so enrolled is exempt from the payment of registration, tuition, and laboratory fees. Vocational-preparatory instruction, college-preparatory instruction, and other forms of pre-collegiate instruction, as well as physical education courses that focus on the physical execution of a skill rather than the intellectual attributes of the activity, are ineligible for inclusion in the dual enrollment program. Recreation and leisure studies courses shall be evaluated individually in the same manner as physical education courses

for potential inclusion in the program.

~~163.~~160. Each semester of instruction that is eligible for high school and postsecondary credit shall be reported by school districts as 75 membership hours for purposes of FTE calculation. Any student so enrolled is exempt from payment of registration, tuition, the purchase of the primary text, and laboratory fees.

~~164.~~161. Dual enrollment courses are weighted the same as ~~Advanced Placement~~AP, ~~Cambridge Advanced International Certificate of Education~~AICE, and ~~International Baccalaureate~~IB courses. Alternative grade calculation or weighting systems that discriminate against dual enrollment courses are prohibited.

~~165.~~162. The Department of Education adopted guidelines to achieve comparability across school districts of both student qualifications and teacher qualifications for dual enrollment courses. A high school student must complete the following:

a. Demonstrate readiness for college-level course work if the student is to be enrolled in college courses;

b. Demonstrate readiness for career-level course work if the student is to be enrolled in career courses;

c. Indicate that in addition to the required placement examination, student qualifications for enrollment in college credit dual enrollment courses must include at least 3.0 unweighted GPA, and student qualifications for enrollment in career certificate dual enrollment course must include at least a 2.0 unweighted grade point average.

~~166.~~163. Career dual enrollment shall be provided as a curricular option for secondary students to pursue in order to earn a series of elective credits toward the high school diploma. Career dual enrollment shall be available for secondary students seeking a degree or certificate from a complete career-preparatory program and shall not be used to enroll students in isolated career courses.

~~167.~~164. The Inter-institutional Articulation Agreement is jointly developed between the School District of Manatee County and State College of Florida, University of South Florida ~~Sarasota-Manatee~~, and/or other postsecondary institutions to provide advanced instruction for those students who demonstrate a readiness to engage in postsecondary academic work. In this program, students may earn credit toward both a high school diploma and an Associate or Baccalaureate Degree. The agreement includes the following:

a. A delineation of courses and programs available for students;

b. A plan for the community college to provide guidance services to participating students on the selection of courses in the dual enrollment program;

c. The process by which students are eligible to participate in dual enrollment and their parents are informed about opportunities to participate in acceleration programs;

d. An assurance that each dual enrollment student is encouraged to identify a postsecondary education objective with which to guide the course selection;

e. An assurance that each student has a plan that includes a list of courses that will result in an Applied Technology Diploma, an Associate in Science degree, or an Associate in Arts degree, and, if the student identifies a baccalaureate degree as the objective, the plan must include courses that will meet the general education requirements and any prerequisite requirements for entrance into a selected baccalaureate degree program;

f. The process by which students and their parents exercise their option to participate in an acceleration program;

g. High school credits earned for completion of each dual enrollment course;

h. Postsecondary courses that meet the criteria for inclusion in the district articulated acceleration program to be counted toward meeting graduation requirements;

i. Eligibility criteria for student participation;

j. Institutional responsibility for screening prior to enrollment and monitoring student performance subsequent to enrollment;

k. Identification of the instructional quality criteria for dual enrollment courses and programs that are to be judged;

l. A delineation of institutional responsibilities for instructional quality;

m. A delineation of responsibilities for cost of dual enrollment courses and instructional materials;

n. Transportation;

o. The process for converting college credit hours through dual enrollment and early admissions to high school credit; and

p. An identification of 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 grades to the high school transcript as assigned by the postsecondary institution awarding credit.

~~168.~~165. Only those academic elective courses approved in the Dual Enrollment Agreement can be taken for Dual Enrollment Credit. An academic elective that counts as credit toward graduation can be taken as Dual Enrollment with the approval of the principal.

~~169.~~166. The State Board of Education shall determine the number of postsecondary credit hours earned through dual enrollment that satisfy the requirements of the district's inter-institutional articulation agreement and that equal one full credit of the equivalent high school course.

167. When dual enrollment is provided on the high school site by college or university faculty, the school

district shall reimburse the costs associated with the proportion of salary and benefits and other actual costs of the college or university to provide the instruction. Charter Schools are an entity of the School District of Manatee County and are bound by the rules and policies of the approved IAA between the school district and State College of Florida, University of South Florida ~~Sarasota-Manatee~~, or other postsecondary institutions. While the School District of Manatee County will be invoiced for the tuition, charter schools receive FTE for Dual Enrollment students and will be responsible to the School District for all dual enrollment tuition encumbered by their students.

~~170.~~

Credit by Examination

Credit by examination is the program through which postsecondary credit is earned based on the receipt of a specified minimum score on nationally standardized general or subject area examinations. The State Board of Education states minimum scores required for an award of credit in the statewide articulation agreement.

College and University Programs

~~171.~~168. Students who wish to participate in an educational program offered by accredited schools, colleges, or universities, must have prior written agreement with the school principal, detailing any credit or grade acceptance toward high school graduation or inclusion on the high school transcript. Final inclusion on the high school transcript will be completed only upon the school's receipt of all necessary documentation from the appropriate institution.

~~172.~~169. All evidence of work/credits earned at another school will be based on an official transcript authenticated by the proper school authority. Credits from state or regionally accredited schools shall be accepted at face value, subject to validation where deemed necessary. Credits earned through alternative delivery systems that are accredited by a regional accrediting association, non-accredited schools, home schools, or non-accredited correspondence schools shall be validated by the administration of examinations or by establishing credits earned through successful performance in subsequent courses.

With the approval of the principal, students may earn credit through Dual Enrollment, Advanced Placement, Cambridge Advanced International Education Certificate, International Baccalaureate programs, Florida Virtual School, and by using substitutions indicated in the course code directory. Home education students may participate in College Dual Enrollment, working directly with and State College of Florida, University of South Florida ~~Sarasota-Manatee~~, or other postsecondary institutions, career and technical dual enrollment and early admission and credit by exam by postsecondary institutions. Dual Enrollment credit earned by home education students shall apply toward the completion of a home education program that meets the requirements of state statute.

Academically Challenging Curriculum to Enhance Learning (ACCEL)

Each school must offer the following ACCEL options: whole-grade and mid-year promotion, subject-matter acceleration, virtual instruction in higher grade level subjects, and Credit Acceleration Program (CAP). Whole-grade and mid-year promotion requires secondary students to meet student progression course/credit

promotion criteria. Subject-matter acceleration is available when a student has met the prerequisite course requirements for that content area. Virtual instruction in higher grade-level subjects is available when students have exhausted the course offerings at the school, and students meet the course prerequisites. The Credit Accelerated Program may be used for any course that requires an end-of-course exam to earn credit in the course. In addition to these requirements, the following must be considered when establishing eligibility:

~~173.~~170. The student's performance on required state assessments

~~174.~~171. The student's grades or grade point average

~~175.~~172. The student's attendance and conduct

~~176.~~173. Teacher and school counselor recommendations

Each school must inform students and parents of these options. A student or a parent may request one of these options by written request to the principal. This will be followed by a parent conference to discuss eligibility and placement.

Credit Acceleration Program (CAP)

~~1.~~174. The Credit Acceleration Program (CAP) is created for the purpose of allowing a student to earn high school credit in a course that requires a statewide, standardized end-of-course assessment if the student attains a specified score on the assessment. If the student attains a score indicating satisfactory performance on the corresponding statewide standardized end-of-course assessment then the ~~-~~school district shall award course credit to a student who is not enrolled in the course, or who has not completed the course.~~,~~ The school district shall permit a student who is not enrolled in the course, or who has not completed the course, to take the standardized end-of-course assessment during the regular administration of the assessment. If a student earns course credit without enrollment in a course via the CAP, a grade of "T" is recorded on the transcript in the Grade column.

~~2.~~175. The credit will be awarded for the course as prescribed by state statute when a student fails a course requiring an EOC to earn credit, but attains a score indicating satisfactory performance on the corresponding EOC. Students must retake the course in order to use the grade forgiveness policy. The failing grade will be calculated in the GPA unless the student retakes the course and earns a "C" or above.

~~3.~~176. A student will be awarded course credit for earning a grade of 3 or higher on an Advanced Placement exam, even if not enrolled in the course, or for passing a CLEP test. If a student fails an AP course, but attains a score indicating satisfactory performance on the corresponding AP exam, credit will be awarded for the course as prescribed by state statute. Students must retake the course or an equivalent course in order to use the grade forgiveness policy. The failing grade will be calculated in the GPA unless the student retakes the course or an equivalent course and earns a "C" or above.

V. Graduation Requirements

General Information

A student in a Manatee County public school may earn a Standard Diploma, a Special Diploma for Exceptional Education Students who meet specific cohort entry requirements, or a Certificate of Completion. All requirements must be met before a diploma or certificate is awarded. The diploma or certificate will be awarded to reflect the year that the final requirements are met. To earn a diploma, a student must meet the graduation requirements for the school year in which that student entered ninth grade for the first time. In accordance with the Individuals with Disabilities Act (IDEA), students with disabilities may receive services through the public school system through age 21 (i.e., until their 22nd birthday) or until they graduate with a Standard Diploma, whichever comes first.

Before a student graduates from high school, the school shall assess the student's preparation to enter the work force and provide the student and student's parent/guardian with the results of the assessment. The Department of Education has determined that, because required state assessments assess certain Education Goal 3 standards, which were developed from a United States Secretary of Labor's report on necessary skills, the required state assessments can serve as this assessment.

Students who have met all requirements for the standard high school diploma except for passage of the required state assessment or an alternate assessment by the end of Grade 12 must be provided the following learning opportunities:

~~4.~~177. participation in an accelerated high school equivalency diploma preparation program during the summer;

~~5.~~178. upon completion of Certificate of Completion, be allowed to take the Postsecondary Education Readiness Test (PERT) and be admitted to remedial or credit courses at a state community college, as appropriate: and

~~6.~~179. participation in an adult general education program for such time as the student requires to master English, reading, mathematics, or any other subject required for high school graduation. Students attending adult basic, adult secondary, or vocational-preparatory instruction are exempt from any requirement for the payment of tuition and fees, including lab fees. A student attending an adult general education program shall have the opportunity to take the required state assessment an unlimited number of times in order to receive a standard high school diploma.

Change in Graduation Requirements

School Board approval is required prior to a school's increasing graduation requirements. An increase in academic credit or minimum grade point average requirements shall not apply to students in grades 9-12 at the time of the increase.

District School Boards may not establish requirements for the ACCEL Accelerated Diploma Option in excess of the requirements as per statute.

Participation in the Graduation Ceremony

A student must complete all requirements for a standard or special diploma in order to participate in his/her high school graduation ceremony. A student must be registered at a Manatee District high school in order to participate in that high school's graduation ceremony or must be enrolled in a School District of Manatee County sanctioned educational option. A full-time virtual school student will not be allowed to participate in graduation at his or her zoned school.

A student who withdraws from a high school, enrolls in an adult program, and successfully completes the Graduate Educational Development (GED) tests, may participate in the adult high school graduation ceremony and is awarded a State of Florida diploma. Students may not participate in the graduation ceremony with their previous high school.

Special Education students who earn a Certificate of Completion as addressed in the IEP may participate in the graduation ceremony. A student who receives a Certificate of Completion due to not meeting graduation requirements for a Standard Diploma may not participate in any graduation ceremony. A Special Education student whose diploma has been deferred based on the IEP team decision will be permitted to participate in the graduation ceremony for his or her cohort group only.

Summer Graduation

A student who completes the 12th grade having met all of the graduation requirements except for one credit may attend summer school. If the student satisfactorily completes the credit, the student may participate in the district summer graduation ceremony.

A student who completes the 12th grade, having met all of the graduation requirements except for the assessment requirement (either by passing the required state assessment or by achieving a concordant score) and successfully completes the Graduate Educational Development (GED) tests by June 30, may participate in the district summer graduation ceremony and be awarded a Manatee District diploma.

Students who graduate from an alternative educational path as sanctioned by the School District of Manatee County may participate in the summer graduation ceremony. Students enrolled in a School District of Manatee County alternative high school who are not permitted to walk with their zoned schools, may participate in the district summer graduation ceremony.

Graduation Requirements: Standard Diploma

Standard Diploma Options:

To graduate from a Manatee County public school, all students seeking a standard diploma must select one of the graduation diploma options:

~~7.~~180.	Four Year Standard Diploma	24 credits
~~8.~~181.	ACCEL Accelerated Graduation Option	18 credits
~~9.~~182.	CTE Graduation Pathway	18 credits

Students must select one of the graduation options. The choice is exclusively up to the student and his/her

parent/guardian ~~GUARDIAN~~.

Each year, schools shall notify students in grades 6 – 12 and their parent of the high school graduation options and requirements, including the respective curriculum requirements for those options, so that the student and parent may select the program which best fits their needs. This notification shall be made prior to the annual spring registration of students for the following year so that the student's academic plan can be selected or modified to meet the needs of the student. Students must be advised of eligibility requirements for state programs and postsecondary admissions.

If the student and parent fails to select a diploma option, the student shall be considered to have selected the Four Year Standard Diploma option, which requires 24 credits.

Changing between Standard and Accelerated Diploma Options:

Once a diploma option is selected, the option remains in effect throughout the student's high school experience, unless the parent and student submit in writing a request to change diploma options as part of the registration process for the upcoming school year. Any such change must be submitted in writing.

Diploma Endorsement:

School Boards may attach a Florida Gold Seal Career and Technical Endorsement to a Standard Diploma or award differentiated diplomas to those exceeding the prescribed minimums.

Grade Point Average:

In order to graduate from high school, students must achieve a cumulative unweighted grade point average (GPA) of 2.0 on a 4.0 scale in the courses required for graduation.

State Assessment:

Students must meet all state assessment requirements in order to graduate from high school with a Standard Diploma. Students may use concordant scores or the required state assessments waiver (ENNOBLES Act) to satisfy this requirement.

Diploma Designations:

The **Florida Seal of Biliteracy** Program is established to recognize high school graduates who have attained a high level of competency in listening, speaking, reading and writing in one or more foreign languages, in addition to English, by the award of a silver or gold seal on a Standard Diploma. The criteria for both seals can be found at http://www.fldoe.org/academics/eng-language-learners/world-languages-foreign-languages.stml .

Students may earn either a **Scholar Diploma** designation or a **Merit Diploma** designation by meeting specific criteria. The criteria is identified in the cohort charts to follow.

Standard Diploma Requirements

Academic Advisement – What Students and Parents Need to Know

What are the diploma options?

Students must successfully complete one of the following diploma options:

- 24-credit standard diploma
- 18-credit Academically Challenging Curriculum to Enhance Learning (ACCEL)
- Career and Technical Education (CTE) Pathway
- Advanced International Certificate of Education (AICE) curriculum
- International Baccalaureate (IB) Diploma curriculum

What are the state assessment requirements?

Students must pass the following statewide assessments:

- Grade 10 English Language Arts (ELA) or a concordant score
- Algebra 1 end of course (EOC) or a comparative score.

Refer to Graduation Requirements for Florida's Statewide Assessments for concordant and comparative scores.

Students enrolled in the following courses must participate in the corresponding EOC assessment, which constitutes 30 percent of the final course grade[+]:

- Algebra 1
- Biology 1
- Geometry
- U.S. History

[+]Special note: Thirty percent not applicable if not enrolled in the course but passed the EOC (credit acceleration program [CAP]).

What is the difference between the 18-credit ACCEL option and the 24-credit option?

- 3 elective credits instead of 8
- Physical Education is not required
- Online course is not required

What is the difference between the CTE Pathway option and the 24-credit option?

- At least 18 credits are required
- 4 elective credits instead of 8
  - 2 credits in CTE courses, must result in program completion and industry certification
  - 2 credits in work-based learning programs or up to 2 elective credits, including financial literacy
- Physical Education is not required
- Fine and Performing Arts, Speech and Debate or Practical Arts is not required
- Online course is not required

24-Credit Standard Diploma

4 Credits ELA

- ELA 1, 2, 3, 4
- ELA honors, Advanced Placement (AP), AICE, IB and dual enrollment courses may satisfy this requirement

4 Credits Mathematics*

- One of which must be Algebra 1 and one of which must be Geometry
- Industry Certifications that lead to college credit may substitute for up to two mathematics credits (except for Algebra 1 and Geometry)
- An identified computer science** credit may substitute for up to one mathematics credit (except for Algebra 1 and Geometry)

3 Credits Science

- One of which must be Biology 1, two of which must be equally rigorous science courses
- Two of the three required course credits must have a laboratory component
- Industry Certifications that lead to college credit may substitute for up to one science credit (except for Biology 1)
- An identified computer science** course may substitute for up to one science credit (except for Biology 1)

3 Credits Social Studies

- 1 credit in World History
- 1 credit in U.S. History
- 0.5 credit in U.S. Government
- 0.5 credit in Economics

1 Credit Fine and Performing Arts, Speech and Debate, or Practical Arts*

1 Credit Physical Education*

- To include the integration of health

8 Elective Credits

1 Online Course

- Students must meet the state assessment requirements
- Students must earn a 2.0 grade-point average (GPA) on a 4.0 scale for all cohort years

* Eligible courses are specified in the Florida Course Code Directory.

**A computer science credit may not be used to substitute for both a mathematics and science credit.

Scholar Diploma Designation

In addition to meeting the 24-credit standard high school diploma requirements, a student must meet all of the following requirements:

- Earn 1 credit in Algebra 2 or an equally rigorous course
- Pass the Geometry EOC
- Earn 1 credit in Statistics or an equally rigorous mathematics course
- Pass the Biology 1 EOC*
- Earn 1 credit in Chemistry or Physics
- Earn 1 credit in a course equally rigorous to Chemistry or Physics
- Pass the U.S. History EOC*
- Earn 2 credits in the same World Language
- Earn at least 1 credit in an AP, IB, AICE or a dual enrollment course

*A student is exempt from the Biology 1 or U.S. History EOC assessment if the student is enrolled in an AP, IB or AICE Biology 1 or U.S. History course; takes the respective AP, IB or AICE assessment; and earns the minimum score to earn college credit.

Merit Diploma Designation

- Meet the standard high school diploma requirements
- Attain one or more industry certifications from the list established (per s. 1003.492, F.S.)

What are the additional graduation options for students with disabilities ?

Two additional options are available only to students with disabilities. Both allow students to substitute a CTE course with related content for one credit in ELA 4, mathematics, science and social studies (excluding Algebra 1, Geometry, Biology 1 and U.S. History). The two options are as follows:

- Students with significant cognitive disabilities may earn credits via access courses and be assessed via an alternate assessment.
- Students who choose the academic and employment option must earn at least 0.5 credit via paid employment.

What is the CAP?

The CAP allows a student to earn high school credit if the student passes an AP examination, a College Level Examination Program (CLEP) or a statewide course assessment without enrollment in the course. The courses include:

- Algebra 1
- Biology 1
- Geometry
- U.S. History

State University System (SUS)

Admission into Florida's public universities is competitive. Prospective students should complete a rigorous course of study in high school and apply to more than one university to increase their chance for acceptance. To qualify to enter one of Florida's public universities, a first-time-in-college student must meet the following minimum requirements (credit earned by industry certification does not count for SUS admission):

- High school graduation with a standard diploma, a minimum of a 2.5 GPA, and admission test scores meeting minimum college-ready test scores per the Board of Governors (BOG) Regulation 6.008
- 16 credits of approved college preparatory academic courses per BOG Regulation 6.002
- 4 English (3 with substantial writing)
- 4 Mathematics (Algebra 1 level and above)
- 3 Natural Science (2 with substantial lab)
- 3 Social Science
- 2 World Language (sequential, in the same language or other equivalents)
- 2 approved electives

State University System of Florida

The Florida College System

The 28 colleges of the Florida College System serve nearly 800,000 students. Colleges offer affordable, stackable, workforce credentials including certificate programs, associate in science degrees and associate in arts degrees, which transfer to a bachelor's degree program. Many colleges also offer workforce bachelor's degree programs in areas of high demand. All Florida College System institutions have open-door admissions for students who earned a standard high school diploma or an equivalent diploma or successfully earned college credit.

Florida College Sysem.

Career and Technical Colleges and Centers

Florida also offers students 49 accredited career and technical colleges or centers throughout the state, which provide the education and certification necessary to work in a particular career or technical field. Programs are flexible for students and provide industry-specific education and training for a wide variety of occupations.

Career and Technical Education Directors

Where is information on financial aid located?

The Florida Department of Education's Office of Student Financial Assistance administers a variety of postsecondary educational state-funded grants and scholarships.

Office of Student Financial Assistance

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

August 2019

CTE Graduation Pathway:

Beginning with the 2019-2020 school year, a student is eligible to complete an alternative pathway to earn a standard high school diploma through this new option by:

- Earning at least 18 credits.
- Earning a cumulative grade point average of a 2.0 on a 4.0 scale.
- Same requirements as for a standard diploma in ELA, Math, Science and Social Studies.
- Completing two credits in career and technical education. The courses must result in a program completion and an industry certification.
- Completing two credits in work-based learning programs. A student may substitute up to two credits of electives, including one-half credit of financial literacy, for work-based learning program courses to fulfill this requirement.

Course Information

Mathematics:

Successful completion of Algebra IA and Algebra IB will satisfy the Algebra I requirement for graduation. A certified school counselor or the principal's designee must advise students that state universities may require for admission three additional mathematics courses at least as rigorous as Algebra I. Level III Mathematics courses in the Florida Course Code Directory may substitute for the Algebra I requirement. Transfers from outside Manatee County may fulfill the Algebra I requirement with the state equivalents. Credit may not be earned for more than one of the options. Students must earn the necessary mathematics credits required for graduation.

A student who earns an industry certification for which there is a statewide college credit articulation agreement approved by the State Board of Education may substitute the certification for one mathematics credit. Substitution may occur for up to two mathematics credits, except for Algebra I and Geometry. This option will not impact a student's grade point average as no grade is awarded for the substituted math course.

A student may substitute a credit in computer science, if identified as equivalent in rigor by the commissioner, for one mathematics requirement except for Algebra I and Geometry. A computer science credit may only be used to substitute one course (either mathematics or science).

A student that earns an industry certification in 3D rapid prototype printing may substitute up to two credits of the mathematics requirement, with the exception of Algebra I, if the commissioner identifies the certification as being equivalent in rigor.

U.S. Government ~~Civics~~:

Beginning with the 2021-2022 school year, students taking U.S. Government are required to take the assessment of civic literacy identified by the State Board of Education pursuant to s. 1007.25 (4). Students earning a passing score on this assessment are exempt from the postsecondary civic literacy assessment required by s. 1007.25 (4). The Lou Frey Institute has created a supplemental resource guide and a practice examination for the FCLE. This has been approved by FDOE and is now available here: https://www.fldoe.org/accountability/assessments/k-12-student-assessment/fcle.stml.

Comprehensive health education addresses 14 component areas under Florida State Comprehensive health education addresses 14 component areas under Florida State Statute 1003.42 (2)(n) - Required Instruction

Grades K-12

- Community health
- Consumer health
- Environmental health
- Family life
- Injury prevention and safety
- Internet safety
- Nutrition
- Personal health
- Prevention and control of disease
- Substance use and abuse
- Prevention of child sexual abuse, exploitation, and human trafficking

For students in grades 7 through 12, shall include a teen dating violence and abuse. This component must include that includes, but is not be limited to, the definition of dating violence and abuse, the warning signs of dating violence and abusive behavior, the characteristics of healthy relationships, measures to prevent and stop dating violence and abuse, and community resources available to victims of dating violence and abuse.

For students in grades 6 through 12, shall include an awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy.

Life Skills
Life skills that build confidence, support mental and emotional health, and enable students to overcome challenges, including:

- a. Self-awareness and self-management.
- b. Responsible decision making.
- c. Resiliency.
- d. Relationship skills and conflict resolution.
- e. Understanding and respecting other viewpoints and backgrounds.

A link to access and review the instructional materials used to teach the curriculum will be included on the district's website. The process to request an exemption will also be posted on the district's website..Appendix C contains the Parent Opt Out form for Health Education.

~~Health Education~~

~~Comprehensive age-appropriate and developmentally appropriate K-5 health education that addresses concepts of community health, consumer health, environmental health, and family life, including~~

~~a. Mental and emotional health~~

~~b. Injury prevention and safety~~

~~c. Internet safety~~

~~d. Nutrition~~

~~e. Personal Health~~

~~f. Prevention and control of disease~~

~~g. Substance abuse; and~~

~~h. Prevention of child sexual abuse, exploitation, and human trafficking.~~

~~The health education curriculum shall include an awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy.~~

~~A link to access and review the instructional materials used to teach the curriculum will be included on the district's website homepage. The process to request an exemption will also be posted on the district's website homepage.~~

~~A parent may make a written request to the school principal to exempt his or her student from the teaching of reproductive health or any disease, including HIV/AIDS.~~

Students in grades 9-11 must receive basic training in first aid, including cardiopulmonary resuscitation. This training must be based on a one-hour, nationally recognized program that uses the most current evidence-based emergency cardiovascular care guidelines.

Science:

~~10.~~183. Agriscience Foundations I may count as a science credit.

~~11.~~184. Integrated Science I, II, and III taken in sequence will meet the science requirements. The School District of Manatee County will only offer this series of courses for ESE students. These students are required to take the Biology EOC at least one time.

~~12.~~185. A student who earns an industry certification for which there is a statewide college credit articulation agreement approved by the State Board of Education may substitute the certification for one Biology credit. Substitution may occur for up to two science credits, except for Biology I. This option will not impact a student's grade point average as no grades are awarded for the substituted science

course.

~~13.~~186. A student who earns credit in a computer science course may substitute the computer science credit for one science credit, except for Biology I, if identified as equivalent in rigor by the commissioner. A computer science credit may only be used to substitute one course (either mathematics or science).

Community Service:

If offered at the high school, students may enroll in Voluntary Public Service (0500370) or Voluntary School/Community Service (2104330). Students may earn community service hours and elective credit for the Voluntary Public Service course. To receive credit for the Voluntary School/Community Service course, students must complete at least 75 community service hours. Students will be awarded social studies elective credit as well as the community service hours earned during completion of the course standards.

Health Opportunities through Physical Education (HOPE):

HOPE is a year-long health and physical education (PE) course required of all high school students. A school may not require students to take the one credit in HOPE or a Health/PE variation of HOPE during the ninth grade.

Schools may offer 1 of the following options to meet the health/PE graduation requirement:

- student takes ½ credit in Physical education and ½ credit in Personal Fitness;
- student takes the one credit HOPE Core course; or
- student takes the one credit HOPE Physical Education Variation course.

Students can meet the HOPE requirement by passing .5 credit of Personal Fitness and .5 credit in a Physical Education course.

Certain activities as follows may satisfy a portion of or all of the HOPE/Physical Education requirement.

~~14.~~187. Interscholastic Sports:

Participation in two seasons of an interscholastic sport at the junior varsity and varsity levels satisfies the full 1 credit HOPE requirement.

~~15.~~188. Junior Reserve Officers Training Corps (JROTC):

Completion of two years in a Junior Reserve Officers Training Corps (JROTC) course satisfies the full one credit of HOPE/physical education requirement and the full one credit of Performing Arts requirement. This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an IEP or Section 504 plan.

~~16.~~189. Completion of one semester, with a grade of "C" or better in a marching band class, in a physical activity class that requires participation in marching band activities as an extracurricular activity,

or in a dance class shall satisfy .5 credit in physical education or .5 credit in performing arts. This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an IEP or Section 504 plan.

~~17.~~190. The HOPE curriculum includes education on teen dating violence and abuse as required by statute.

On-line Course:

Students entering 9th grade in the 2011-2012 school year and thereafter are required to pass one (1) course by some means of virtual instruction or blended learning course taught by an instructor certified to teach the course. A school may not require a student to take this on-line course or blended learning course outside the school day or in addition to the student's courses for a given semester. An on-line course or blended learning course taken during grades 6-8 for high school credit fulfills this requirement. This requirement does not apply to a student who has an IEP which indicates that an on-line course would be inappropriate or to a student who is enrolled in a Florida high school and has less than one academic year remaining in high school.

Assessment Requirements

To meet graduation requirements, a student must earn passing scores on the required state-wide assessments or earn scores on a standardized test (PSAT, SAT, and/or ACT) that are concordant/comparative with passing scores on the required state-wide assessments. Participation in the assessment program is mandatory for all school districts and all students attending public school. Students who transfer from out-of-state, home education or private school must have a passing score on a state-wide end-of-course assessment for Algebra from the previous state/district attended or a concordant score.

Civics: Beginning with the 2021-2022 school year, students taking U.S. Government are required to take the assessment of civic literacy identified by the State Board of Education pursuant to s. 1007.25 (4). Students earning a passing score on this assessment are exempt from the postsecondary civic literacy assessment required by s. 1007.25 (4).

Concordant Scores by Year Student Entered Grade 9: 2010-11 through 2017~~-18~~ 2018-2019		
Assessment	**Reading Score**	**Math Score**
NGSSS Algebra I EOC		399* (2011-12) 489** (2014-15) 497 (2014-2015 to present)
FCAT 2.0 FSA ELA FSA ELA	245 (2010-2013) 349 (2013-2014) 350 (2014-2015 to present)	
SAT	430	
ACT	19	
PERT		97
SAT (Beginning with Spring 2016 administration through August 1, 2018):		
SAT Evidence- Based Reading and Writing	430	
SAT Reading Subtest	24	
*Students who entered Grade 9 in the 2010–11 school year were required to earn course credit in Algebra 1 or an equivalent course and participate in the Algebra 1 EOC Assessment. The results of the Algebra 1 EOC Assessment must constitute 30% of these students' final course grade, but there is not a passing requirement for this cohort of students.		
**Students who took the assessment prior to the adoption of the passing score on the new scale adopted by the State Board in January 2016 are eligible to use the alternate passing score for graduation, which is linked to the passing score for the previous assessment requirement.		
Concordant Scores by Year Student Entered Grade 9: 2019~~18~~-2020~~19~~ and Beyond		
Assessment	**Reading Score**	**Math Score**
FSA Algebra I EOC		497
Grade 10 FSA ELA	350	
SAT	480 (EBRW)	420 (Math)
ACT	18 (Average of English and Reading)	16 (Math)
PSAT		430

~~Beginning with the spring 2016 test administration, the following comparative scores can be used to meet the Reading assessment graduation requirement:~~

- ~~New SAT Evidence-Based Reading and Writing – 430~~
- ~~New SAT Reading Subtest - 24~~

Once a student who has failed the required state assessment for graduation has met the assessment graduation requirement for a standard high school diploma with a concordant score, the student is not required to continue retaking the required state assessment for graduation for the purpose of high school graduation and may be removed from an intensive intervention course at the change of the semester. Students scoring at Level 1 and 2 on required state assessments in reading and/or math must continue to receive intervention and remediation within the MTSS framework irrespective of meeting graduation requirements through concordant/comparative score if the problem-solving team finds the services necessary.

Students Currently Holding a Certificate of Completion:

~~18.~~191. Students currently holding a Certificate of Completion who are seeking a standard diploma must meet a concordant score ~~-~~based on the statute governing their 9th grade cohort requirements. As always, students may use a combination of SAT and ACT scores to meet the high school graduation testing requirements.

Test	Date Taken	Concordant Score
SAT Mathematics	Prior to March 2005	370
	March 2005 and Beyond	340
SAT Reading	Prior to March 2005	410
	March 2005 and Beyond	420
ACT Reading	N/A	19
ACT Mathematics	N/A	15

PERT	Beginning with students who graduated in 2015 through 2022 graduates.	97

~~19.~~192. The flexibility for concordant score requirements will be retained for students in this cohort who do not meet the requirements in 2010.

a. Students presenting ACT scores (no date restriction): Students may use the 2003 ACT concordant score requirements to meet the high school graduation testing requirements in reading and mathematics.

b. Students presenting SAT scores dated prior to March 2005: Students must use the 2003 concordant score requirements to meet the high school graduation testing requirements in reading and mathematics.

c. Students presenting revised SAT scores dated March 2005 and beyond: Students may use either the 2003 or 2009 concordant score requirements (mix and match to their advantage) to meet the high school graduation testing requirements.

VI. Diploma Options

ACCEL Diploma

Selection of the ACCEL Diploma Option:

Prior to a student selecting the ACCEL accelerated diploma option, designated school personnel should meet with the student and his/her parent to explain the requirements, advantages, and disadvantages of this option.

Students choosing the ACCEL diploma option must attend high school as a full-time student. No requirements for the ACCEL accelerated three-year high school graduation options shall be established in excess of the requirements listed in statute. A student who meets all of the requirements for a three-year diploma shall be awarded a standard diploma in a form prescribed by the State Board of Education.

Course Requirements for the ACCEL Accelerated Diploma:

A Standard Diploma will be awarded to a student who:

~~20.~~193. Completes Florida's high school Standard Diploma course requirements (based on the grade 9 cohort year) without the required physical education course and only three credits in electives (total of 18 credits)

~~21.~~194. An on-line course is not required.

~~22.~~195. Maintains a cumulative grade point average (GPA) of 2.0 on a 4.0 scale.

Diploma Equivalency Options

Other diploma options for Manatee district students include:

~~23.~~196. Adult High School Diploma

~~24.~~197. High School Equivalency Diploma (GED) Option

~~25.~~198. Performance-Based Exit Option (for DJJ Students only)

Adult Student High School Diploma:

In order to earn an Adult Education Standard Diploma, a student enrolled in an adult education program must meet all of the requirements for a Standard Diploma. However, the laboratory component for the science requirements may be waived if facilities are not available and the credit in physical education may be waived and elective credit may be substituted.

Any course listed within the Florida Course Code Directory in the areas of art, drama, dance, or music may be taken by adult education students and will satisfy the credit in performing arts that is required for high school graduation.

High school credit may be awarded for educational experience in the Armed Forces, to include the following:

~~26.~~199. Two elective credits for any individual who has completed one full year of military service:

~~27.~~200. Correspondence courses completed under USAFI: or

~~28.~~201. Organized courses completed in a school operated by the Armed Forces.

Credits may be awarded for prior learning and nonacademic activities. Up to eight credits may be awarded for experience. High school credit may be granted on the basis of examinations, administered as prescribed in State Board Rule.

Course credit or other evidence of work earned in another school district at an accredited school shall be transferred into Manatee County Adult School based on face value as authorized by State Statute, State Board of Education Rules, Manatee County School Board Policy, and the appropriate school authority. If deemed necessary, additional validation may be required.

Students 16 years old or older, with the approval of the principal, may exercise the Adult Education course option to earn up to four additional credits during their high school career.

Special assistance to obtain a high school equivalency diploma pursuant to Florida Statute may be given only when the student has completed all requirements for graduation except the attainment of the required cumulative grade point average.

High School Equivalency Diploma (GED) Option:

The GED is a battery of four General Educational Development Tests. A student must be 16 years of age at the time of application.

The GED Testing Center is located at the Manatee Technical College. The student must apply and pay online to schedule their test at www.ged.com . The test itself is taken at MTC West.

A student under the age of 16 must complete the Florida GED Testing Program's Testing Eligibility Exception Form (also known as the Underage Waiver) and submit it to the approved GED Testing Center.

After satisfactorily passing the High School Equivalency Test, the student will receive a State of Florida High School Diploma and will be considered an adult graduate. The student may participate in the adult high school graduation ceremony.

Performance-Based Exit Option:

The Performance-Based Diploma Exit Option is an alternative route to graduation for eligible Department of Juvenile Justice (DJJ) students who may not graduate with their cohort group because of credit deficiency, low grade point average, or being over-age for the grade. The program is not an option for early exit; it is designed to help students who fall behind to graduate with their kindergarten cohorts by receiving a State of Florida High School Performance- Based Diploma.

The program is designed to provide some academic support for students who are in jeopardy of not graduating with their cohort group. These students cannot graduate before their entry level classmates. The Manatee County model includes direct, explicit instruction, and an online instructional program.

The students must meet all of the following eligibility criteria:

~~29.~~202. The student must be enrolled in and attending a PK-12 program.

~~30.~~203. The student is at least 16 years old.

~~31.~~204. The student is enrolled in courses that meet high school graduation requirements and is earning and receiving credits.

~~32.~~205. The student is over age for grade, behind in credits, has a low grade point average, and is in jeopardy of not graduating with his or her cohort group.

~~33.~~206. The cohort group with which the student entered kindergarten is graduating or has graduated.

~~34.~~207. The student's reading level must be at seventh grade or higher at the time of selection (ninth grade or higher at the time of testing for the Florida High School Diploma authorized under Rule 6A-6.0201, F.A.C), as documented by a passing score on the Test of Adult Basic Education (TABE) reading component or other assessment to determine grade-level proficiency.

~~35.~~208. The student has acceptable scores on official GED Practice Tests administered under testing conditions.

Admission Procedures:

After initial eligibility is determined, a comprehensive review of student records by the child study team, including grades, credits, and educational plans, must be completed to determine if the Performance-Based Exit Option Model is the most appropriate educational strategy.

Parents must be informed and give consent to the student's participation in this option.

The student's record must include notification and eligibility, parents' right to administrative review of proposed placement, and parent consent for student participation prior to placement.

Parents must be provided clarification that the student transcript will indicate an alternative graduation route.

Certificate of Completion

A Certificate of Completion shall be awarded to a student who completes the 24 required credits for graduation, but who does not meet one or more of the following requirements:

~~36.~~209. earning passing scores on the required state assessment or scores on a standardized test that are concordant with passing scores on the required state assessment;

~~37.~~210. achieving the required cumulative grade point average of 2.0 on a 4.0 scale; or

~~38.~~211. completing all other requirements in Student Progression and remedial instruction.

The student shall be awarded a certificate of completion in a form prescribed by the State Board. Any student who receives a Certificate of Completion may elect to remain in the secondary school, either as a full-time or part-time student, for up to one additional year, and receive special instruction designed to remedy his/her identified deficiencies. If the student meets the additional requirements to earn a diploma, the diploma will be awarded from the home high school.

There is no Certificate of Completion awarded to students who are seeking a three-year diploma option. If the student does not meet all of the requirements for a three-year diploma option, the student automatically reverts to the 24 credit requirements for the four-year standard diploma.

The district superintendent shall be responsible for insuring that schools notify all students of the consequences of failure to receive a Standard Diploma, including the potential ineligibility for financial assistance at postsecondary educational institutions.

The following section will be implemented to the extent that funding is provided in the General Appropriations Act. Students who have met all requirements for a Standard Diploma except for passage of the required state assessment or an alternative assessment by the end of grade 12 must be provided the following learning opportunities:

~~39.~~212. Participation in an accelerated high school equivalency diploma preparation program during the summer, and upon receipt of a certificate of completion, take the Postsecondary Readiness Test (PERT) and be admitted to remedial or credit courses at a state community college, as appropriate.

~~40.~~213. Participation in an adult general education program for such time as the student requires in order to master English, reading, mathematics, or any other subject required for high school graduation. Students attending adult basic, adult secondary, or vocational preparatory instruction are exempt from any requirement for the payment of tuition and fees, including lab fees. A student attending an adult general education program shall have the opportunity to take the required state assessment an unlimited number of times in order to receive a standard high school diploma.

~~41.~~214. Participation in an immersion English Language instruction program during the summer following the senior year. There must be documentation that students have been enrolled in an ESOL

program for less than two school years and that they have met all requirements for the standard high school diploma except for passage of the required state assessment or alternate assessment. Students receiving such instruction are eligible to take the required state assessment or alternative assessment and receive a standard high school diploma upon passage of the required state assessment or the alternative assessment. Upon receipt of a certificate of completion, a student will be allowed the opportunity to take the Postsecondary Readiness Test (PERT) and be admitted to remedial or credit courses at a state community college as appropriate.

VII. Exceptional Student Education

Standard Diploma Pathways

Effective school year 2014-2015, or after, all students with disabilities entering grade nine (for the first time) will be provided the opportunity to receive a standard high school diploma by meeting the same requirements as all students, OR through an alternate pathway as outlined below:

~~42.~~215. Standard Diploma available to all students to include students with disabilities:

a. Refer to Graduation Option Chart on page 77 - 78, first column, for specifics

b. Students with disabilities working for a scholar designation are not eligible for a waiver consideration, per scholar designation requirements.

c. Students with disabilities working for a merit designation may be considered for a waiver, if necessary, per merit requirements.

~~43.~~216. Standard Diploma Academic & Employment Pathway:

For any student with a disability, when the IEP team determines that mastery of academic (State Standards) and employment competencies is the most appropriate way for the student to demonstrate his/her skills, the student must demonstrate:

a. Documented achievement of all annual IEP goals, academic and employment competencies, industry certification, or occupational completion points (OCPs) in the student's transition plan; and

b. Maintain successful paid employment for at least one semester

c. Refer to Graduation Option Chart on page 77 - 78, center column

~~44.~~217. Standard Diploma Access Points Pathway:

For a student with a significant cognitive disability, when the IEP determines that mastery of State Standards Access Points is the most appropriate pathway, the student must be instructed in State Standards access points (modified curriculum) and participate in the statewide alternate assessment. This option includes:

a. Portfolio of quantifiable evidence for courses not measured by a state standardized assessment;

b. Refer to Graduation Option Chart on page 77 - 78, last column

Florida Standard Diploma High School Graduation Options for Students with Disabilities Entering 9th Grade in 2014-15 and Thereafter.

➢ **24 credit standard diploma option available to all students, including students with disabilities**	▪ **24 credit standard diploma option with academic and employment requirements, available only to students with disabilities**	❖ **24 credits standard diploma option available only to students with significant cognitive disabilities, who take access courses and the alternate assessment.**
4 Credits English Language Arts (ELA)		
➢ ELA I, II, III, IV ➢ ELA honors, Advanced Placement (AP), Advanced International Certification of Education (AICE), International Baccalaureate (IB), and dual enrollment courses may satisfy this requirement	▪ Must earn credits for all the courses listed in the first column ▪ May Substitute a CTE course with content related to English for English IV	❖ Must earn credits for all of the courses listed in the first column ❖ May substitute access courses for general education courses ❖ May substitute a CTE course with content related to English for English IV
4 Credits Mathematics		
➢ One of which must be Algebra I and one of which must be Geometry ➢ Industry certifications that lead to college credit may substitute for up to two mathematics credits (except for Algebra I and Geometry) scholar	▪ Must earn credits for all the courses listed in the first column ▪ May substitute a CTE course with content related to mathematics for one mathematics credit (except for Algebra I and Geometry)	❖ Must earn credits for all of the courses listed in the first column ❖ May substitute access courses for general education courses ❖ May substitute a CTE course with content related to mathematics for one mathematics credit (except for Algebra I and Geometry)

3 Credits Science		
➢ One of which must be Biology I, two of which must be equally rigorous science courses ➢ Two of three required credits must have a laboratory component ➢ An industry certification that leads to college credit substitutes for up to one science credit (except for Biology I)	▪ Must earn credits for all courses listed in the first column ▪ May substitute a CTE course with content related to science for one science credit (except Biology I)	❖ Must earn credits for all of the courses listed in the first column ❖ May substitute access courses for general education courses ❖ May substitute a CTE course with content related to science for one science credit (except Biology I)
3 Credits Social Studies		
➢ 1 credit World History ➢ 1 credit U.S. History ➢ .5 credit in U.S. Government ➢ .5 credit in Economics ~~with Financial Literacy~~	▪ Must earn credits for all courses listed in the first column ▪ May substitute a CTE course with content related to social studies for one social studies credit (except for U.S. History)	❖ Must earn credits for all of the courses listed in the first column ❖ May substitute access courses for general education courses. ❖ May substitute a CTE course with content related to social studies for one social studies course (except for U.S. History)
1 credit and Performing Arts, Speech and Debate, or Practical Arts ** see below		

8 Elective Credits		
	▪ Must include .5 credits in an employment-based course ▪ May include ESE Courses	❖ May include employment based course(s)
1 Credit Physical Education to include the integration of health		
1 Online Course		
Online course may be waived by IEP team		
All students must earn a 2.0 grade point average on a 4.0 scale and pass statewide assessments, or earn a concordant/comparative score, unless a waiver of assessment results is granted by the IEP team.		

❖ Parental consent is required before a student may take Access Point courses.

** Eligible courses and eligible course substitutes are specified in the Florida Course Code Directory at http://www.fldoe.org/articulation/CCD/default.asp.

CTE Course Substitutions for Graduation Requirements

Requirements for a standard diploma for students with disabilities for whom the IEP team has determined that participation in the Florida Alternate Assessment is the most appropriate measure of the student's skills, in accordance with subsection 6A-1.0943(5), F.A.C., and instruction in the access points is the most appropriate means of providing the student access to the general curriculum. Students must meet the graduation requirements specified in Section 1003.4282(1)-(9) or 1002.3105(5), F.S., through the access course specified for each required core course~~, through more rigorous ESE courses in the same content area or through core academic courses. Eligible access courses are described in the Course Code Directory and Instructional Personnel Assignments, in accordance with Rule 6A-1.09441, F.A.C.~~ or through core academic courses aligned with the general education curriculum standards."

Eligible CTE courses, as defined in paragraph (2)(d) of this rule, may substitute for Access English IV; one (1) mathematics credit, with the exception of Access Algebra 1A and Access Algebra 1B and Access Geometry; one (1) science credit, with the exception of Access Biology; and one (1) social studies credit with the exception of Access United States History. Eligible courses are described in the Course Code Directory and Instructional Personnel Assignments, in accordance with Rule 6A-1.09441, F.A.C.

Deferral of Standard Diploma

Once a student with a disability meets all the requirements for a standard diploma, they may defer the receipt of their diploma. This decision is made by the IEP team for the IEP in effect at the beginning of the year the student is expected to graduate and documented on the IEP. The IEP Team must review the benefits of deferring the standard high school diploma and describe to the parent and the student all services and program

options available.

Certain conditions must be met in order to defer the standard diploma:

~~45.~~218. The student's TIEP prescribes special education, transition planning, transition services, or related services through the student's 22nd birthday.

~~46.~~219. The student is enrolled in accelerated college credit, industry certification courses that lead to college credit, a collegiate high school, courses necessary for Scholar designation, or structured work-student, internship, or pre-apprenticeship.

The decision to defer a diploma must be made during the school year in which the student is expected to meet all graduation requirements. Students who fail to defer receipt of a standard high school diploma will be notified by the district, in writing, that receipt of the diploma ends the district's obligation to provide free appropriate public education (FAPE).

Students who choose to defer the receipt of the diploma will participate in a graduation ceremony with their graduation class. If student chooses to NOT participate in the graduation ceremonies, he/she forfeits the opportunity of participation in any future ceremonies.

Certificate of Completion

A student with a disability who receives a **certificate of completion** and has a TIEP that prescribes special education, transition planning, transition services, or related services may continue to receive free and appropriate public education (FAPE) until the student's 22nd birthday.

ESE Assessment Requirements

Standard Diploma with Required State Assessment Waiver

A student with a disability, as defined in S.1007.02(2), F.S., for whom the Individual Education Plan (IEP) committee determines that the required state assessment cannot accurately measure the student's abilities taking into consideration all allowable accommodations, shall have the required state assessment results waived for the purpose of receiving a standard high school diploma, if the student:

~~47.~~220. Completes the minimum number of credits and other requirements for graduation and

~~48.~~221. Does not earn passing scores on the required state assessment or on a standardized test that are concordant with passing scores on the required state assessment after attempting each required assessment at least once.

In order for the required state assessment graduation results to be waived, the School District of Manatee County IEP Team must meet to determine whether the required state assessment can accurately measure the student's abilities, taking into consideration allowable accommodations.

Consistent with the provisions of section 1003.43(11)(a), F.S., any senior who has not achieved a passing score on the required state assessment may receive intensive remediation.

Intensive Instruction Waiver:

Parents may submit a waiver of the intensive instruction requirement for their child to the student's school counselor. Exercising this option can jeopardize a student's opportunity for an ESE assessment waiver and prohibit students from participation in alternative graduation options in high school. The following criteria must be met to qualify for this waiver:

~~49.~~22. Parents must complete the Intensive Instruction Waiver Request form.

~~50.~~23. Student must be in 6th-11th grade.

End-of-Course Assessment Waiver

A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for who the IEP committee determines that an end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end-of-course assessment results waived for the purpose of determining the student's course grade and credit as required. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An individual IEP team will examine all information for each ESE student, and then make a determination regarding the potential for the results of the EOC to be waived.

Any waiver of the statewide, standardized assessment requirements by individual education plan team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent.

Semester grades for students using an End-of-Course Waiver will be averaged as follows:

Semester 1: Quarter 1=50% and Quarter 2 =50%

Semester 2: Quarter 3 =50% and Quarter 4 =50%.

VIII. English for Speakers of other Languages (ESOL)

Students who are enrolled in an ESOL program and have met all requirements for the standard high school diploma except for passage of the required state assessment or alternate assessment may receive immersion English language instruction during the summer following their senior year and/or return as a fifth year senior to have the opportunity to meet the graduation requirements. Students receiving such instruction are eligible to take the required state assessment or alternate assessment and receive a standard high school diploma upon passage of the required state assessment or the alternate assessment. This section will be implemented to the extent funding is provided in the General Appropriations Act.

Students who enter without records are eligible for the verification process as defined in the Uniform Transfer of Records guidelines.

IX. College Readiness

Schools shall use all available assessment results, including the results of statewide, standardized English language arts assessments and end-of-course assessments for Algebra I and Geometry, to advise students of any identified deficiencies and to provide appropriate postsecondary preparatory instruction before high school graduation.

College-Ready Cut Scores:

Cut Scores Indicating College Readiness						
ACT	Reading	19	English	17	Mathematics	19
SAT	Verbal	440			Mathematics	440
PERT	Reading	104	Writing	99	Mathematics	113

Changes to college-ready cut scores

As a result of standard setting, rescissions were made to the Postsecondary Education Readiness Test college-ready cut scores for each content area. The revised scores are applicable to assessments administered on or after the effective date (October 22, 2012). Procedures for students administered assessments prior to the effective date of the rule should be held to the cut scores in effect at the time of the administration or test date. The revised scores appear below.

Postsecondary Education Reading Test	
Reading	106
Writing	103
Mathematics	114

Additionally, the reading cut score for the American College Testing Program-Enhanced ACT and the math cut score for PERT was revised to align with the high school graduation requirement.

ACT	Reading	19
PERT	Mathematics	97

X. Exit Interviews

Manatee County students are required to remain enrolled in school until the age of 16. The student's school counselor or other school personnel is required to conduct an Exit Interview with a student to discuss actions that could be taken to keep the student in school. The student must be informed of opportunities to continue his/her education in a different environment, including, but not limited to, adult-education and GED test preparation. The student must complete a survey in the format prescribed by the Department of Education to provide data on reasons for terminating enrollment and actions taken by schools to keep students enrolled to

the student's school counselor.

K-12 Virtual Education, Section 4.9.3

I. Virtual Programs

Policy

The School Board has the authority to adopt rules for implementing the student progression requirements for students in grades kindergarten through twelve. The Student Progression Plan for Manatee County defines the criteria for graduation, participation in graduation, promotion, intensive remediation, course offerings, evaluating student performance, and reporting to students and parents. The Student Progression Plan for Manatee County has been developed based on Florida Statutes, current and local needs, and includes requirements for virtual education programs. For more information, see Florida Department of Education website – www.fldoe.org.

Virtual Education Programs

All students who choose to participate in a virtual education program must meet all of the local and state requirements for promotion, retention, and good cause exemptions. All instructional personnel, parents, and students are encouraged to become familiar with the requirements for progression from one grade to another, including the requisite testing programs.

Virtual instruction means a program of instruction provided in an interactive learning environment created through technology in which students are separated from their teachers by time, space, or both, and in which a Florida certified teacher is responsible for at least 70% of the online instruction to students in K-12.

As stipulated by the Florida K-20 Education Code (s.1002.20), parents have the right to choose educational options including virtual education. Manatee Virtual ~~Instructional Program~~School (MVS~~VIP~~), provides full-time and/or part-time opportunities for all Manatee County zoned and h~~H~~ome s~~S~~chool students to access middle and high school courses. A student's full-time school may not deny access to courses offered through any approved district virtual education program if the desired online course(s) is an appropriate course placement based on the student's academic history, grade level, and age.

Note: Per Florida Virtual memo of June 2011, public school students may only register for up to three FLVS courses at one time.

- Full-time virtual education is available for home education and FLVS students.
- A student must be assigned to a FLVS teacher either before the school year begins or semester begins or within the first ten days of either semester to be able to withdraw from a SDMC face-to-face course.

The Manatee County School District shall provide students with access to enroll in courses available through the MVSIP option of the student and parent's choice and shall award credits or academic points for successful completion of such courses. While a district may not artificially limit a student's enrollment in online courses offered by the school district, another school district or FLVS if the student would be academically eligible to enroll in the same courses in a brick-and-mortar setting within the district, a district still has authority and responsibility to provide academic guidance to their students. This includes limiting enrollment in courses for which the student is not academically qualified, in the same manner it would limit a student from enrolling in brick-and-mortar courses for which the student is not academically qualified.

Access to approved virtual courses shall be available to zoned school students during or after the normal school day. Students wishing to take courses through an MVSIP option must work closely with their school counselor to ensure that appropriate virtual courses are reviewed and approved in order to match the needs of the students. MVSIP courses are available during the academic school year and summer session.

An important characteristic of the virtual instruction program is that students, along with a responsible adult, assume the responsibility for student success. All courses offered in the virtual instruction program are based on the Florida State Standards. All full-time Manatee virtual students are required to take and pass the state-required assessments at their zoned school. Students are able to participate in extracurricular activities at their zoned school. The virtual school option requires eligible students with the capacity and motivation to become independent learners.

Manatee Schools offer only Virtual Instructional Programs approved by the Florida Department of Education. All Virtual Instruction Providers are required to sign the District Assurances to affirm they are meeting all the requirements in Florida Statute. Manatee Virtual Program rules and procedures, both full and part-time, are included in the Manatee Virtual Program Handbook. Students who qualify for free and reduced lunch and do not have a computer at home may qualify to receive all required equipment.

All students enrolled in a virtual full-time district school program are subject to compulsory attendance requirements of s1003.21 Florida Statutes as specified in the Manatee Virtual Program Handbook. Attendance must be verified by virtual teacher, registrar, and the school district. The parent or a responsible adult is required to be available to assist the student as a learning coach through each school day. Middle school students will be graded on the average of the first semester grade and the second semester grade. If the student does not finish 100% of the second semester, they cannot pass the course regardless of their first semester grade. Courses that require an End-of-Course exam (EOC) must follow all state grading and credit requirements.

Middle and high school students will typically spend 5-6 hours daily on coursework and homework. Failure to make adequate progress or to demonstrate appropriate attendance may result in dismissal from the program.

MVSIP Programs:

In order for students to be eligible for any MVIP full-time virtual program for the 2022-20230 2021school year, the student must meet the eligibility requirements listed below.

51.224. Grades K-5 Criteria:

a. Children who are five years old on or before September 1, 2022~~0~~, are eligible to start kindergarten in August ~~2019~~2022.

b. To enter first grade, a child must be six years old on or before September 1, 2022~~0~~, and must have successfully completed kindergarten (Florida Statute 1003.21).

c. Have demonstrated academic success in the previous 2 years of school. Final report cards (If the student is moving to 1st grade, then submit kindergarten final report card).

d. State/District testing scores ~~FCAT,~~ FSA,~~ FAIR~~, AIMS Webb, iReady, other assessments from the 2021-2022~~19~~ 2020 school year. If the student is entering Kindergarten, no test scores required.

e. Apply for admissions in the enrollment window as posted on the Manatee County ~~Virtual Program website: https://www.manateeschools.net/Domain/1404.~~Schools website.

~~52.~~225. Grades 6-12 Criteria

a. Have demonstrated academic success in the previous semester courses

b. Have attained grade level proficiency on at least one of the following standardized test in the~~-~~ 2021-2022~~0 2021~~ school year:

- FSA ~~Sunshine State Standards~~
- All End of Course (EOC) Exams that student has already taken
- Stanford Achievement Test (50th percentile or higher on the Reading section)
- Iowa Test or Basic Skills (50th percentile or higher on the Reading section)
- Grade level proficiency on an official standardized test administered by another public school system

~~53.~~226. Reside in Manatee County

Full-time Virtual Education Options

MVS~~IP~~ provides one full-time virtual school program:

- Manatee Virtual School (MVS)

The full-time MVS is a contract program with FLVS which uses the FLVS curriculum and teachers.

Goals:

a. To provide a comprehensive virtual education program

b. To provide flexibility in student academic and non-academic scheduling

c. To provide opportunities for students to accelerate

To remain in MVS, a student must:

a. Maintain virtual attendance expectations as prescribed in the MVS and FLVS policies and procedures manual.

b. Meet benchmarks, including all state required-assessments.

c. Provide his/her own transportation to their zoned school on designated test days for all state required-assessments and provide photo ID.

d. Be considered zoned-school students for sports and extracurricular activities.

e. Follow and maintain course pace, according to course and instructor requirements.

f. Work with the zoned-school athletic director on any NCAA eligibility.

g. Agree and adhere to all the student and parent guidelines as stipulated in the Handbook.

h. Enroll and complete six half-credit courses each semester within the specified enrollment and completion dates.

How to apply to a Full Time Virtual Program

~~54.~~227. Manatee County public, charter, or home school students should consult with their school counselor, review the MVIP and FLVS websites. ~~You may also call the admission counselor at 941-301-8529~~.

Part-time Virtual Education Options

Students who wish to enroll in a virtual education option on a part-time ~~bases~~basis may choose to do so through either MVS or FLVS (see criteria above). This program allows students enrolled in public school or home school to take a portion of their coursework online for the purposes of acceleration, grade forgiveness or credit recovery. Zoned school students may participate in this program by taking any portion of their course-work online and at school (up to a total of 3 courses). Charter School students must register for FLVS courses for part-time enrollment. Public school students are required to take all required state assessments at their zoned school.

The performance of zoned school students shall be included for school grade or school improvement rating purposes by the non-virtual school providing the student's primary instruction.

Policies for Part-time Programs:

~~55.~~228. A student may not be placed in the same course concurrently at a district middle or high school and at Florida Virtual School.

~~56.~~229. Schools may not deny placement in a course offered through Florida Virtual School even if the school offers the same course.

~~57.~~230. A student who withdraws or is withdrawn from a virtual course within 28 days of entry must enroll in enough courses at the zoned school to maintain full-time enrollment status.

~~58.~~231. 8th grade students who are enrolled in a virtual program for an academic course must complete the academic course by the last day of school or will be placed in an alternative instructional setting.

General Information

Equipment Requirements

Students wishing to take a virtual course should have access to their own computer. Some provision is available to students with an established need as verified by the free-and-reduced lunch application process. Students must also have access to a phone to contact their teacher(s) for assistance.

Most virtual school courses make use of a wide variety of features and technologies, such as Java, Flash, Acrobat Reader, Apple QuickTime or Microsoft Media Player, and depending on the course, other specialized components that help students achieve a more immersive learning experience.

The PC, Mac, mobile and other hardware requirements vary according to the program provider and will be listed on each ~~programs~~program's website.

Due to the wide array of technologies in over 100 courses, there are some limitations to browsers and devices that the district can support. Currently, students may use recent versions of the following browsers:

- Internet Explorer 9.0 or higher
- Microsoft Edge
- Mozilla Firefox
- Google Chrome
- Apple Safari

~~MVIP~~/MVS/Florida Virtual School expects a full commitment to academic integrity from each student.

Academic integrity means:

- Student's work on each assignment will be completely his/her own.
- Student's collaboration with another classmate on any assignment will be pre-approved by their instructor.
- Students will not practice plagiarism in any form.
- Students will not allow others to copy their work.

- Students will not misuse content from the Internet.

Plagiarism is defined as follows: copying or using ideas or words (from another person, an online classmate, or an Internet or print source) and presenting them as your own.

Please be aware that all ~~MVIP/~~MVS/Florida Virtual School instructors utilize a **myriad of technologies to check student work for authenticity including, but not limited to, the upload of student work to TurnItIn.com**. In order to maintain the integrity of all grades, instructors may choose to facilitate random oral assessments and/or face-to-face exams. If an instructor confirms that a student has plagiarized work in any manner, the student will be subject to consequences determined by ~~MVIP/~~MVS /Florida Virtual School staff and may be **removed from the course and/or program with a failing grade.**

Extracurricular Activity Eligibility

A full-time virtual school student who meets specified academic and conduct requirements is eligible to participate in extracurricular activities at the zoned school.

Appendix A

Intensive Instruction Waiver Request

School District of Manatee County

Academic excellence is a priority for the School District of Manatee County. Providing students with every opportunity to develop today for their success tomorrow is our mission. To this end, intensive instruction is provided for students who do not demonstrate academic proficiency. This is a means to close the achievement gap and support students as they strive to earn their high school diploma.

Manatee County schools will provide intensive interventions for students with Reading and/or Math through a course called Intensive Reading and/or ~~Intensive~~ Foundational Math. These interventions shall be required for any student who has scored a Level 1 or 2 on the English Language Arts and/or a Level 1 or 2 on the Mathematics portion of the previous school year's FSA and/or for any student who has been identified as having a significant deficit in foundational reading and/or math skills among their cohort peers.

School administrators may use concordant/comparative scores on state-approved assessments as defined in state statute (~~,~~ SAT, ACT, PSAT) to determine proficiency if no state standardized scores are available at the time of enrollment.

Table 3: Concordant and Comparative Scores

Grade 10 FSA ELA or Grade 10 FCAT 2.0 Reading	
Available for *all* students who entered grade 9 in 2010–11 and beyond:	
SAT Evidence-Based Reading and Writing (EBRW)*	480
ACT English and Reading subtests**	18
Available *only* for students who entered grade 9 prior to 2018–19:	
SAT EBRW*	430
SAT Reading Subtest*	24
ACT Reading	19
Algebra 1 EOC (FSA or NGSSS)	
Available for *all* students who entered grade 9 in 2010–11 and beyond:	
PSAT/NMSQT Math***	430
SAT Math****	420
ACT Math	16
Available *only* for students who entered grade 9 prior to 2018–19:	
PERT Mathematics	97

*Administered in March 2016 or beyond. The combined score for the EBRW must come from the same administration of the Reading and Writing subtests. Students who entered grade 9 prior to 2018–19 may also use a concordant score of 430 on SAT EBRW or a 24 on the SAT Critical Reading subtest if it was earned prior to March 2016.
**The average of the English and Reading subtests. If the average of the two subject test scores results in a decimal (0.5), the score shall be rounded up to the next whole number. The scores for the English and Reading subject tests are not required to come from the same test administration.
***Administered in 2015 or beyond. Students who entered grade 9 in 2010–11 and beyond may also use a comparative score of 39 on PSAT/NMSQT Math if it was earned prior to 2015.
****Administered in March 2016 or beyond. Students who entered grade 9 in 2010–11 and beyond may also use a comparative score of 380 on SAT Math if it was earned prior to March 2016.

Parents/Guardian may submit a written request for a waiver of the intensive instruction requirement for their student who is in the 6th -11th grade.

Exercising this option can:

1. Jeopardize a student's opportunity for an ESE assessment waiver.
2. Prohibit students from participation in alternative graduation options in high school.
3. Jeopardize a student's ability to graduate with their school year cohort.
4. ~~be in effect only for the current school year and must be re-filed each subsequent school year so desired.~~

Parent/Guardian(s) who wish to remove their student from intensive interventions provided through an intensive Reading and/or ~~Intensive~~ Foundational Math course for their child must complete and sign this form and return it to the school counselor.

By signing this waiver you are acknowledging that you understand that your child will not receive intensive interventions for deficits in reading or math through an intensive language arts or intensive math course which is the model utilized by Manatee County S~~s~~chool D~~d~~istrict for providing specific reading or math interventions.

I wish to exempt my student from intensive instruction for the _____ school year in (_) Intensive Reading and/or (___) Foundational~~Intensive~~ Math. (Please check those that apply). I have read and understand the conditions listed above upon exercising this option. Should my student fail to demonstrate proficiency (Level 3 or higher or a concordant score) on future state assessments, that student will be placed back into intensive instruction courses, and I must complete a waiver of exemption from intensive instruction each school year.

Student Name: (Print)_____School: _____Grade:_____

Parent/Guardian Name (Print): _____

Parent/Guardian Signature:_____Date: _____

Principal acknowledgement _____Date: _____

Initial Draft, subject to change upon review from Just Read, Florida!

Appendix B

2020-2021 Curriculum, Instruction, and Assessment Decision Tree

Grade Level(s): Kindergarten

IF:	**Student meets the following criteria at beginning of school year:** FLKRS scale score of 497 or above **OR** i-Ready scale score of 362 or above **AND** Letter Name Identification- at least 20 upper/lower case letter names
THEN:	**TIER 1 Only**

TIER 1

Initial instruction:

- *is standards-aligned*
- *builds background and content knowledge, motivation*
- *provides print rich, systematic, scaffolded, and differentiated instruction*
- *incorporates writing in response to reading*
- *includes accommodations (IEP, ESOL or 504)*
- *incorporates the principles of Universal Design for Learning*
- *includes specially designed instruction for students with disabilities*

Core Curriculum

Please indicate your core curriculum and how its use by the students served is supported by strong evidence, moderate evidence, or promising evidence.

Wonders, McGraw-Hill Wonders includes the components that are necessary for a successful reading program including reading for meaning using high-quality text, systematic and explicit phonics instruction, and opportunities to apply the skills through reading and writing. The core materials include connected texts weekly, graphic organizers to support text structure, explicit vocabulary instruction, as well as explicit comprehension strategy instruction with opportunities for extended discussions and writing daily. All of these components fall under either the strong evidence or moderate evidence categories for evidenced-based practices. The development of these critical skills in Wonders has been shown to have a positive impact on student achievement.

Progress Monitoring

Assessment & Frequency	*Performance Criteria that indicates Tier 1 is sufficient*	*Performance Criteria that would prompt addition of Tier 2 interventions*
1. i-Ready Diagnostic- 3 times per year (August, January, May) 2. Letter Name Fluency Assessment- monthly until student fluently identifies at least 50 letter names 3. Running Record (Next Step in Guided Reading Assessments)- at least 2 times per year (January and May)	1. At least 50% progress towards typical growth target at mid-year (January) as measured by i-Ready diagnostic 2. Student fluently identifies at least 40 letter names at end of quarter 1 (October) as measured by a Letter Name Fluency Assessment 3. Student is reading at an instructional level B in January as measured by the Next Step in Guided Reading Assessment; student is reading at an instructional level D in May as measured by the Next Step in Guided Reading Assessment	1. Less than 50% progress towards typical growth at mid-year (January) as measured by i-Ready diagnostic 2. Student fluently identifies less than 40 letter names at the end of quarter 1 as measured by Letter Name Fluency Assessment 3. Student is reading at a Pre-A level in January as measured by The Next Step in Guided Reading Assessments; student is reading at an instructional level A or B in May

			as measured by the Next Step in Guided Reading Assessment
	How is the effectiveness of Tier 1 instruction being monitored? • Weekly administrative walkthroughs • Analysis of i-Ready diagnostic data three times per year • Monitoring of i-Ready lessons passed and time on task monthly • Analysis of Pre-A assessment data and running record data • MTSS Teams and Reading Leadership Teams • District walkthroughs of schools	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?*** • Targeted feedback to teachers based on administrative walkthroughs • School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom data • School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data • District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends • Literacy coaching cycles based on data, trends, and teacher needs	
	How is the effectiveness of Tier 1 curriculum being monitored? • Weekly administrative walkthroughs • i-Ready diagnostic data review • MTSS Teams and Reading Leadership Teams • Administrator and teacher feedback/input on curriculum maps	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 curriculum?*** • Incorporate UDL principals to meet the needs of all students • Provide PD on explicit, systematic, and multisensory instruction • Weekly PLC's including analysis of student work samples and formative assessment data • Weekly grade level collaborative planning using a backward design model	
	How is instruction modified for students who receive instruction through distance learning? Through the use of Schoology, students will receive a combination of live and recorded lessons, as well as, independent tasks assigned through Schoology. Live lessons may be delivered to whole groups, small groups, or one-on-one. Instruction during live and recorded lessons will include a balance of on grade level material and differentiated material based on student data and standards. Teachers will use gradual release to explicitly show a skill and strategy, guide students through understanding the skill and strategy, and assigning independent tasks to be completed weekly.		

Grade Level(s): Kindergarten	
IF:	**Student meets the following criteria at beginning of school year:** FLKRS scale score of 438-496 **OR** i-Ready scale score of 320-361 **AND** Letter Name Identification- 10-19 upper/lower case letter names
THEN:	**TIER 1 instruction and TIER 2 interventions**

TIER 1 instruction and TIER 2 interventions

Interventions:

- *are standards-aligned*
- *address gaps and reduce barriers to students' ability to meet Tier 1 expectations*
- *provide systematic, explicit, and interactive small group instruction targeting foundational/barrier skills*
- *are matched to the needs of the students*
- *provide multiple opportunities to practice the targeted skill(s) and receive feedback*
- *occurs during time allotted in addition to core instruction*
- *includes accommodations (IEP, ESOL or 504)*

TIER 2 Programs/Materials/Strategies & Duration	*TIER 2 Progress Monitoring*			
	Assessment & Frequency **Determined based on Focus of Intervention*	*Performance Criteria to discontinue Tier 2 intervention*	*Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction*	*Performance Criteria that would prompt addition of Tier 3 interventions*
i Ready Tools for Instruction lessons Literacy Footprints/Next Step Forward in Guided Reading Wonders Differentiated Tier 2 Lessons FCRR Activities SRA- Reading Mastery (based on school availability)	**1 of the following measures administered every other week:** • Letter Name Fluency • Letter Sound Fluency • Phoneme Segmentation Fluency • Nonsense Word Fluency	Evidence of meeting Tier 1 expectations and continued positive response to interventions as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks	Students are not yet proficient at Tier 1 expectations. Inconsistent response to interventions and limited change in closing the gap between where the student is performing, and grade level expectations as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks	Low or minimal response to interventions and evidence of limited change in trend line as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks

Number of times a week intervention provided	At least 3 times/ week	***Number of minutes per intervention session***	At least 20 min.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

	Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence. • i-Ready Tools for Instruction are targeted teacher-led lessons that focus on specific reading skills. The lessons target phonics, high frequency words, vocabulary, and comprehension. The lessons are intensive and can be individualized for struggling readers and include explicit and systematic instruction. Students who receive *i-Ready Instruction* showed greater learning gains than students who did not receive *i-Ready Instruction*. Effect sizes across subjects and grades were positive and generally strong. • Literacy Footprints/Next Step Forward in Guided Reading provides an explicit, systematic and multisensory approach to differentiated reading instruction. Evidence-based practices that are supported by these materials include targeted instruction in decoding words, analyzing word parts, phonemic awareness, reading strategies, explicit vocabulary instruction, direct comprehension instruction, opportunities for extended discussions, and connected writing opportunities. • Wonders Differentiated Lessons target individual reading skills that include phonemic awareness, phonics, vocabulary, fluency, and comprehension. They provide direct, explicit instruction in awareness of sounds, decoding words and word parts, as well as vocabulary and comprehension strategies which all support strong and moderate evidence-based practices. • The FCRR Routines are designed to be explicit and systematic in the 5 components of reading: PA, Phonics, Fluency, Vocabulary, & Comprehension. • SRA Reading Mastery was found to have potentially positive effects on reading achievement according to What Works Clearinghouse (WWC). This included substantial effects for oral reading fluency, letter/word identification, word attack, and reading vocabulary.
	How are Tier 2 interventions modified for students who receive interventions through distance learning? Tier 2 interventions will be delivered in live small group conferences through Schoology at least 3 times per week. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras and hot spots as needed to support live instruction. In addition, students have access to i-Ready at home.

Grade Level(s): Kindergarten			
IF:	**Student meets the following criteria at beginning of school year:** FLKRS scale score of 437 and below **OR** i-Ready scale score of 319 and below **AND** Letter Name Identification- less than 10 upper/lower case letter names		
THEN:	**TIER 1 instruction, TIER 2 interventions, and TIER 3 intensive interventions**		
TIER 1 instruction, TIER 2 interventions, and TIER 3 Intensive Interventions	Immediate, intensive intervention: • extended time • targeted instruction based on student need • small group or one-on-one instruction • accommodations (IEP, ESOL, or 504) • more frequent progress monitoring than TIER 1 instruction and TIER 2 interventions • *additional **time allotted is in addition** to core instruction and tier 2 interventions*		
	TIER 3 Programs/Materials/Strategies & Duration	***TIER 3 Progress Monitoring***	
		Assessment & Frequency ****Determined based on Focus of Intervention***	***Performance Criteria to remove Tier 3 and continue Tier 2 interventions in addition to Tier 1 instruction***
			Performance Criteria that would prompt changes to Tier 3 interventions

	i-Ready Tools for Instruction FCRR Targeted Activities Leveled Literacy Intervention (based on school availability) Saxon Phonics (based on school availability)	**1 of the following measures administered weekly:** • Letter Name Fluency • Letter Sound Fluency • Phoneme Segmentation Fluency • Nonsense Word Fluency	Continued positive response to interventions and evidence of trend line on track to meet norms/goals as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks	Limited or no response to interventions and evidence of limited change in trend line towards meeting norms/goals as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks
	All Tier 3 Interventions must be provided by a teacher who is certified in reading or has the reading endorsement.			
	Number of times a week intervention provided	Daily	***Number of minutes per intervention session***	At least 20 min.
	What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 intervention, including alignment with core curriculum and instruction? The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.			
	Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence. • i-Ready Tools for Instruction are targeted teacher led lessons that focus on specific reading skills. The lessons target phonics, high frequency words, vocabulary, and comprehension. The lessons are intensive and can be individualized for struggling readers and include explicit and systematic instruction. Students who receive *i-Ready Instruction* showed greater learning gains than students who did not receive *i-Ready Instruction*. Effect sizes across subjects and grades were positive and generally strong. • The FCRR Routines are designed to be explicit and systematic in the 5 components of reading: PA, Phonics, Fluency, Vocabulary, & Comprehension. • Leveled Literacy Intervention (LLI) has a strong rating as measured by the ESSA evidence standards. It provides explicit, systematic, and multisensory instruction in all of the components of reading instruction- phonological awareness, phonics, vocabulary, fluency, comprehension, writing, and oral language. • Saxon Phonics develops awareness of segments of sounds in speech and how they link to letters. This program teaches students to decode words, analyze word parts, and recognize words which are key components for strong evidence-based practices. It also helps students become fluent with word processing skills (moderate evidence to support evidence-based practices).			
	How are Tier 3 interventions modified for students who receive interventions through distance learning? Tier 3 interventions will be delivered in live one on one conferences through Schoology. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras and hot spots as needed to support live instruction. In addition, students have access to i-Ready at home.			

Grade Level(s): First and Second Grades	
IF:	**Student meets the following criteria at beginning of school year:** **1st grade:** i-Ready scale score of 434 and above **OR** Running Record instructional level C or above **2nd grade:** i-Ready scale score of 489 and above **OR** Running Record instructional level I or above
THEN:	**TIER 1 Only**
T – E	*Initial instruction:*

- ~~*is standards-aligned*~~
- ~~*builds background and content knowledge, motivation*~~
- ~~*provides print rich, systematic, scaffolded, and differentiated instruction*~~
- ~~*incorporates writing in response to reading*~~
- ~~*includes accommodations (IEP, ESOL or 504)*~~
- ~~*incorporates the principles of Universal Design for Learning*~~
- ~~*includes specially designed instruction for students with disabilities*~~

~~***Core Curriculum***~~

~~***Please indicate your core curriculum and how its use by the students served is supported by strong evidence, moderate evidence, or promising evidence.***~~

~~**Wonders, McGraw-Hill** Wonders includes the components that are necessary for a successful reading program including reading for meaning using high-quality text, systematic and explicit phonics instruction, and opportunities to apply the skills through reading and writing. The core materials include connected texts weekly, graphic organizers to support text structure, explicit vocabulary instruction, as well as explicit comprehension strategy instruction with opportunities for extended discussions and writing daily. All of these components fall under either the strong evidence or moderate evidence categories for evidenced-based practices. The development of these critical skills in Wonders has been shown to have a positive impact on student achievement.~~

~~***Progress Monitoring***~~

~~***Assessment & Frequency***~~	~~***Performance Criteria that indicates Tier 1 is sufficient***~~	~~***Performance Criteria to that would prompt addition of Tier 2 interventions***~~
~~1. i-Ready Diagnostic- 3 times per year (August, January, May)~~ ~~2. Running Record (Next Step in Guided Reading Assessments)- 3 times per year (August/September, January, and May)~~	~~1. At least 50% progress towards typical growth target at mid-year (January) as measured by i-Ready diagnostic~~ ~~2. Student is reading at an instructional level F and above (1st grade) or K and above (2nd grade) in January as measured by the Next Step in Guided Reading Assessment; student is reading at an instructional level I and above (1st grade) or L and above (2nd grade) in May as measured by the Next Step in Guided Reading Assessment~~	~~1. Less than 50% progress towards typical growth at mid-year (January) as measured by i-Ready diagnostic~~ ~~2. Student is reading below an instructional level F (1st grade) or K (2nd grade) in January as measured by The Next Step in Guided Reading Assessments; student is reading below an instructional level I (1st grade) or L (2nd grade) in May as measured by the Next Step in Guided Reading Assessment~~

~~***How is the effectiveness of Tier 1 instruction being monitored?***~~	~~***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?***~~
~~• Weekly administrative walkthroughs~~ ~~• Analysis of i-Ready diagnostic data three times per year~~ ~~• Monitoring of i-Ready lessons passed and time on task monthly~~ ~~• Analysis of running record data~~ ~~• MTSS Teams and Reading Leadership Teams~~ ~~• District walkthroughs of schools~~	~~• Targeted feedback to teachers based on administrative walkthroughs~~ ~~• School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom data~~ ~~• School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data~~ ~~• District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends~~ ~~• Literacy coaching cycles based on data, trends, and teacher needs~~
~~***How is the effectiveness of Tier 1 curriculum being monitored?***~~	~~***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 curriculum?***~~
~~• Weekly administrative walkthroughs~~ ~~• i-Ready diagnostic data review~~ ~~• MTSS Teams and Reading Leadership Teams~~	~~• Incorporate UDL principals to meet the needs of all students~~ ~~• Provide PD on explicit, systematic, and multisensory instruction~~ ~~• Weekly PLC's including analysis of student work samples and formative assessment data~~

	• Administrator and teacher feedback/input on curriculum maps	• Weekly grade level collaborative planning using a backward design model
	How is instruction modified for students who receive instruction through distance learning? Through the use of Schoology, students will receive a combination of live and recorded lessons, as well as, independent tasks assigned through Schoology. Live lessons may be delivered to whole groups, small groups, or one-on-one. Instruction during live and recorded lessons will include a balance of on grade level material and differentiated material based on student data and standards. Teachers will use gradual release to explicitly show a skill and strategy, guide students through understanding the skill and strategy, and assigning independent tasks to be completed weekly.	

Grade Level(s): First and Second				
IF:	**Student meets the following criteria at beginning of school year:** **1st grade:** i-Ready scale score of 391-433 **OR** Running Record instructional level A or B **2nd grade:** i-Ready scale score of 419-488 **OR** Running Record instructional level E-H			
THEN:	**TIER 1 instruction and TIER 2 interventions**			
TIER 1 instruction and TIER 2 interventions	*Interventions:* • *are standards-aligned* • *address gaps and reduce barriers to students' ability to meet Tier 1 expectations* • *provide systematic, explicit, and interactive small group instruction targeting foundational/barrier skills* • *are matched to the needs of the students* • *provide multiple opportunities to practice the targeted skill(s) and receive feedback* • *occurs during time allotted in addition to core instruction* • *includes accommodations (IEP, ESOL or 504)*			
	TIER 2 Programs/Materials/Strategies & Duration	***TIER 2 Progress Monitoring***		
		Assessment & Frequency ****Determined based on Focus of Intervention***	***Performance Criteria to discontinue Tier 2 intervention***	***Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction***	***Performance Criteria that would prompt addition of Tier 3 interventions***
	i-Ready Tools for Instruction lessons Literacy Footprints/Next Step Forward in Guided Reading Wonders Differentiated Tier 2 Lessons FCRR Activities SRA- Reading Mastery (based on school availability)	1 of the following measures administered every other week: • Letter Name Fluency • Letter Sound Fluency • Phoneme Segmentation Fluency • Nonsense Word Fluency • Oral Reading Fluency	Evidence of meeting Tier 1 expectations and continued positive response to interventions as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks	Students are not yet proficient at Tier 1 expectations. Inconsistent response to interventions and limited change in closing the gap between where the student is performing, and grade level expectations as measured by progress monitoring tool every other week for a minimum of (but not limited	Low or minimal response to interventions and evidence of limited change in trend line as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks

			to) 6 weeks	
Number of times a week intervention provided	At least 3 times/ week	***Number of minutes per intervention session***	At least 20 min.	

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

- i-Ready Tools for Instruction are targeted teacher-led lessons that focus on specific reading skills. The lessons target phonics, high frequency words, vocabulary, and comprehension. The lessons are intensive and can be individualized for struggling readers and include explicit and systematic instruction. Students who receive *i-Ready Instruction* showed greater learning gains than students who did not receive *i-Ready Instruction*. Effect sizes across subjects and grades were positive and generally strong.
- Literacy Footprints/Next Step Forward in Guided Reading provides an explicit, systematic and multisensory approach to differentiated reading instruction. Evidence-based practices that are supported by these materials include targeted instruction in decoding words, analyzing word parts, phonemic awareness, reading strategies, explicit vocabulary instruction, direct comprehension instruction, opportunities for extended discussions, and connected writing opportunities.
- Wonders Differentiated Lessons target individual reading skills that include phonemic awareness, phonics, vocabulary, fluency, and comprehension. They provide direct, explicit instruction in awareness of sounds, decoding words and word parts, as well as vocabulary and comprehension strategies which all support strong and moderate evidence-based practices.
- The FCRR Routines are designed to be explicit and systematic in the 5 components of reading: PA, Phonics, Fluency, Vocabulary, & Comprehension.
- SRA Reading Mastery was found to have potentially positive effects on reading achievement according to What Works Clearinghouse (WWC). This included substantial effects for oral reading fluency, letter/word identification, word attack, and reading vocabulary.

How are Tier 2 interventions modified for students who receive interventions through distance learning?

Tier 2 interventions will be delivered in live small group conferences through Schoology at least 3 times per week. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras ad hot spots as needed to support live instruction. In addition, students have access to i-Ready at home.

Grade Level(s): First and Second

IF:

Student meets the following criteria at beginning of school year:

1st **grade:** i-Ready scale score of 390 and below **OR** Pre-A reading level (knows under 40 letter names)

2nd **grade:** i-Ready scale score of 418 and below **OR** Running Record instructional level D and below

THEN:

TIER 1 instruction, TIER 2 interventions, and TIER 3 intensive interventions

TIER 1 instruction, TIER 2 interventions, and TIER 3 Intensive Interventions

Immediate, intensive intervention:

- extended time
- targeted instruction based on student need
- small group or one-on-one instruction
- accommodations (IEP, ESOL, or 504)
- more frequent progress monitoring than TIER 1 instruction and TIER 2 interventions
- *additional* ***time allotted is in addition*** *to core instruction and tier 2 interventions*

TIER 3 Programs/Materials/Strategies & Duration	***TIER 3 Progress Monitoring***		
	Assessment & Frequency ****Determined based on Focus of Intervention***	***Performance Criteria to remove Tier 3 and continue Tier 2 interventions in addition to Tier 1 instruction***	***Performance Criteria that would prompt changes to Tier 3 interventions***
i-Ready Tools for Instruction FCRR Targeted Activities Leveled Literacy Intervention (based on school availability) Saxon Phonics (based on school availability)	**1 of the following measures administered weekly:** • Letter Name Fluency • Letter Sound Fluency • Phoneme Segmentation Fluency • Nonsense Word Fluency • Oral Reading Fluency	Continued positive response to interventions and evidence of trend line on track to meet norms/goals as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks	Limited or no response to interventions and evidence of limited change in trend line towards meeting norms/goals as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks

All Tier 3 Interventions must be provided by a teacher who is certified in reading or has the reading endorsement.

Number of times a week intervention provided	Daily	***Number of minutes per intervention session***	At least 20 min

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 intervention, including alignment with core curriculum and instruction?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

- i-Ready Tools for Instruction are targeted teacher led lessons that focus on specific reading skills. The lessons target phonics, high frequency words, vocabulary, and comprehension. The lessons are intensive and can be individualized for struggling readers and include explicit and systematic instruction. Students who receive *i-Ready Instruction* showed greater learning gains than students who did not receive *i-Ready Instruction*. Effect sizes across subjects and grades were positive and generally strong.

	• The FCRR Routines are designed to be explicit and systematic in the 5 components of reading: PA, Phonics, Fluency, Vocabulary, & Comprehension. • Leveled Literacy Intervention (LLI) has a strong rating as measured by the ESSA evidence standards. It provides explicit, systematic, and multisensory instruction in all of the components of reading instruction- phonological awareness, phonics, vocabulary, fluency, comprehension, writing, and oral language. • Saxon Phonics develops awareness of segments of sounds in speech and how they link to letters. This program teaches students to decode words, analyze word parts, and recognize words which are key components for strong evidence-based practices. It also helps students become fluent with word processing skills (moderate evidence to support evidence-based practices).
	How are Tier 3 interventions modified for students who receive interventions through distance learning? Tier 3 interventions will be delivered in live one on one conferences through Schoology. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras to support live instruction. In addition, students have access to i-Ready at home.

Grade Level(s): Third-Fifth			
IF:	**Student meets the following criteria at beginning of school year:** 3rd Grade: i-Ready scale score of 511 or above 4th Grade: i-Ready scale score of 557 or above 5th Grade: i-Ready scale score of 581 or above		
THEN:	**TIER 1 Only**		
TIER 1	*Initial instruction:* • *is standards-aligned* • *builds background and content knowledge, motivation* • *provides print rich, systematic, scaffolded, and differentiated instruction* • *incorporates writing in response to reading* • *includes accommodations (IEP, ESOL or 504)* • *incorporates the principles of Universal Design for Learning* • *includes specially designed instruction for students with disabilities*		
	Core Curriculum		
	Please indicate your core curriculum and how its use by the students served is supported by strong evidence, moderate evidence, or promising evidence.		
	Wonders, McGraw-Hill Wonders includes the components that are necessary for a successful reading program including reading for meaning using high-quality text, systematic and explicit phonics instruction, and opportunities to apply the skills through reading and writing. The core materials include connected texts weekly, graphic organizers to support text structure, explicit vocabulary instruction, as well as explicit comprehension strategy instruction with opportunities for extended discussions and writing daily. All of these components fall under either the strong evidence or moderate evidence categories for evidenced-based practices. The development of these critical skills in Wonders has been shown to have a positive impact on student achievement.		
	Progress Monitoring		
	Assessment & Frequency	***Performance Criteria that indicates Tier 1 is sufficient***	***Performance Criteria to that would prompt addition of Tier 2 interventions***
	1. i-Ready Diagnostic- 3 times per year (August, January, May) 2. District Quarterly Benchmarks	1. At least 50% progress towards typical growth target at mid-year (January) as measured by i-Ready diagnostic	1. Less than 50% progress towards typical growth at mid-year (January) as measured by i-Ready diagnostic

	(October, December, Optional in March) 3. FSA Assessment – annually	2. Student scores Level 3 or higher on Q1 or Q2 district benchmarks 3. Student scores Level 3 or higher on FSA (April/May)	2. Student scores Level 1 or 2 on Q1 or Q2 district benchmarks 3. Student scores Level 1 or 2 on FSA (April/May)
	How is the effectiveness of Tier 1 instruction being monitored? • Weekly administrative walkthroughs • Analysis of i-Ready diagnostic data three times per year • Monitoring of i-Ready lessons passed and time on task monthly • Analysis of district benchmark data • MTSS Teams and Reading Leadership Teams • District walkthroughs of schools	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?*** • Targeted feedback to teachers based on administrative walkthroughs • School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom data • School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data • District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback-school support is adjusted based on trends • Literacy coaching cycles based on data, trends, and teacher needs	
	How is the effectiveness of Tier 1 curriculum being monitored? • Weekly administrative walkthroughs • i-Ready diagnostic data review • MTSS Teams and Reading Leadership Teams • Administrator and teacher feedback/input on curriculum maps	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 curriculum?*** • Incorporate UDL principals to meet the needs of all students • Provide PD on explicit, systematic, and multisensory instruction • Weekly PLC's including analysis of student work samples and formative assessment data • Weekly grade level collaborative planning using a backward design model	
	How is instruction modified for students who receive instruction through distance learning? Through the use of Schoology, students will receive a combination of live and recorded lessons, as well as, independent tasks assigned through Schoology. Live lessons may be delivered to whole groups, small groups, or one-on-one. Instruction during live and recorded lessons will include a balance of on grade level material and differentiated material based on student data and standards. Teachers will use gradual release to explicitly show a skill and strategy, guide students through understanding the skill and strategy, and assigning independent tasks to be completed weekly.		

Grade Level(s): Third-Fifth

IF: **Student meets the following criteria at beginning of school year:**

3rd Grade: i-Ready scale score of 474-510
4th Grade: i-Ready scale score of 496-556
5th Grade: i-Ready scale score of 542-580

THEN: **TIER 1 instruction and TIER 2 interventions**

TIER 1 instruction and TIER 2 interventions

Interventions:

- *are standards-aligned*
- *address gaps and reduce barriers to students' ability to meet Tier 1 expectations*
- *provide systematic, explicit, and interactive small group instruction targeting foundational/barrier skills*
- *are matched to the needs of the students*
- *provide multiple opportunities to practice the targeted skill(s) and receive feedback*
- *occurs during time allotted in addition to core instruction*
- *includes accommodations (IEP, ESOL or 504)*

TIER 2 Programs/Materials/Strategies & Duration	***TIER 2 Progress Monitoring***			
	Assessment & Frequency ****Determined based on Focus of Intervention***	***Performance Criteria to discontinue Tier 2 intervention***	***Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction***	***Performance Criteria that would prompt addition of Tier 3 interventions***
i-Ready Tools for Instruction lessons Wonders Differentiated Tier 2 Lessons FCRR Activities SRA- Corrective Reading (based on school availability)	**1 of the following measures administered every other week:** • Nonsense Word Fluency • Oral Reading Fluency • DAZE/MAZE Passages	Evidence of meeting Tier 1 expectations and continued positive response to interventions as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks	Students are not yet proficient at Tier 1 expectations. Inconsistent response to interventions and limited change in closing the gap between where the student is performing, and grade level expectations as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks	Low or minimal response to interventions and evidence of limited change in trend line as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks

Number of times a week intervention provided	At least 3 times/ week	***Number of minutes per intervention session***	At least 20 min.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

- i-Ready Tools for Instruction are targeted teacher-led lessons that focus on specific reading skills. The lessons target phonics, high frequency words, vocabulary, and comprehension. The lessons are intensive and can be individualized for struggling readers and include explicit and systematic instruction. Students who receive *i-Ready Instruction* showed greater learning gains than students who did not receive *i-Ready Instruction*. Effect sizes across subjects and grades were positive and generally strong.
- Wonders Differentiated Lessons target individual reading skills that include phonemic awareness, phonics, vocabulary, fluency, and comprehension. They provide direct, explicit instruction in awareness of sounds, decoding words and word parts, as well as vocabulary and comprehension strategies which all support strong and moderate evidence-based practices.
- The FCRR Routines are designed to be explicit and systematic in the 5 components of reading: PA, Phonics, Fluency, Vocabulary, & Comprehension.
- SRA Corrective Reading was found to have potentially positive effects on reading achievement according to What Works Clearinghouse (WWC). This included substantial effects for oral reading fluency, letter/word identification, word attack, and reading vocabulary.

How are Tier 2 interventions modified for students who receive interventions through distance learning?

Tier 2 interventions will be delivered in live small group conferences through Schoology at least 3 times per week. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras ad hot spots as needed to support live instruction. In addition, students have access to i-Ready at home.

Grade Level(s): Third-Fifth

IF:	**Student meets the following criteria at beginning of school year:** 3rd Grade: i-Ready scale score of 473 and below 4th Grade: i-Ready scale score of 495 and below 5th Grade: i-Ready scale score of 541 and below
THEN:	**TIER 1 instruction, TIER 2 interventions, and TIER 3 intensive interventions**

TIER 1 instruction, TIER 2 interventions, and TIER 3 Intensive Interventions

Immediate, intensive intervention:

- extended time
- targeted instruction based on student need
- small group or one-on-one instruction
- accommodations (IEP, ESOL, or 504)
- more frequent progress monitoring than TIER 1 instruction and TIER 2 interventions
- *additional* ***time allotted is in addition*** *to core instruction and tier 2 interventions*

TIER 3 Programs/Materials/Strategies & Duration	***TIER 3 Progress Monitoring***		
	Assessment & Frequency	***Performance Criteria to remove Tier 3 and continue Tier 2 interventions in addition to Tier 1 instruction***	***Performance Criteria that would prompt changes to Tier 3 interventions***
i-Ready Tools for Instruction FCRR Targeted Activities Leveled Literacy Intervention (based on school availability)	**1 of the following measures administered weekly:** • Nonsense Word Fluency • Oral Reading Fluency • DAZE/MAZE Passages	Continued positive response to interventions and evidence of trend line on track to meet norms/goals as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks	Limited or no response to interventions and evidence of limited change in trend line towards meeting norms/goals as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks

All Tier 3 Interventions must be provided by a teacher who is certified in reading or has the reading endorsement.

Number of times a week intervention provided	Daily	***Number of minutes per intervention session***	At least 20 min.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 intervention, including alignment with core curriculum and instruction?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

- i-Ready Tools for Instruction are targeted teacher led lessons that focus on specific reading skills. The lessons target phonics, high frequency words, vocabulary, and comprehension. The lessons are intensive and can be individualized for struggling readers and include explicit and systematic instruction. Students who receive *i-Ready Instruction* showed greater learning gains than students who did not receive *i-Ready Instruction*. Effect sizes across subjects and grades were positive and generally strong.
- The FCRR Routines are designed to be explicit and systematic in the 5 components of reading: PA, Phonics, Fluency, Vocabulary, & Comprehension.

	• Leveled Literacy Intervention (LLI) has a strong rating as measured by the ESSA evidence standards. It provides explicit, systematic, and multisensory instruction in all of the components of reading instruction- phonological awareness, phonics, vocabulary, fluency, comprehension, writing, and oral language.
	How are Tier 3 interventions modified for students who receive interventions through distance learning? Tier 3 interventions will be delivered in live one on one conferences through Schoology. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras to support live instruction. In addition, students have access to i-Ready at home.

Assessment/Curriculum Decision Tree

Grade Level(s): Kindergarten

IF:

Student meets at least two out of three of the following criteria at beginning of school year:

- F.A.S.T. (scores TBD)
- i-Ready overall scale score 362 or above
- Letter Name Identification (from Next Step Guided Reading Assessment Kit)- at least 20 upper/lower case letter names

THEN: **TIER 1 Only**

TIER 1

Core Instruction:

- *is standards-aligned;*
- *builds background and content knowledge;*
- *provides print-rich, systematic, scaffolded, differentiated instruction, and corrective feedback;*
- *incorporates writing in response to reading;*
- *includes accommodations (IEP, ESOL, or 504);*
- *incorporates the principles of Universal Design for Learning; and*
- *includes specially designed instruction for students with disabilities.*

Core Curriculum

Please indicate your core curriculum and how its use by the students served is supported by strong evidence, moderate evidence, or promising evidence.

Florida Benchmark Advance is a State Approved Tier 1 Core Program

Progress Monitoring

Assessment & Frequency	*Performance Criteria that indicates Tier 1 is sufficient for at least 80% of students*	*Performance Criteria that prompts the addition of Tier 2 interventions for students not meeting expectation/benchmark*
1. i-Ready Diagnostic- 3 times per year (August, January, May) 2. Letter Name Fluency Assessment- monthly until student fluently identifies at least 50 letter names 3. Running Record (Next Step in Guided Reading Assessments)- at least 2 times per year (January and May) 4. F.A.S.T. (3x per year)	1. At least 50% progress towards typical growth target at mid- year (February) as measured by i-Ready diagnostic 2. Student fluently identifies at least 40 letter names at end of quarter 1 (October) as measured by a Letter Name Identification Assessment (from Next Step Guided Reading Assessment Kit) 3. Student is reading at an instructional level B in January as measured by the Next Step in Guided Reading Assessment;	1. Less than 50% progress towards typical growth at mid-year (February) as measured by i-Ready diagnostic 2. Student fluently identifies less than 40 letter names at the end of quarter 1 (October) as measured by Letter Name Identification Assessment (from Next Step Guided Reading Assessment Kit) 3. Student is reading at a Pre-A level in January as measured by The Next Step in Guided Reading Assessments; student is

		student is reading at an instructional level D in May as measured by the Next Step in Guided Reading Assessment 4. F.A.S.T. (scores TBD)	reading at an instructional level A or B in May as measured by the Next Step in Guided Reading Assessment 4. F.A.S.T. (scores TBD)
	How is the effectiveness of Tier 1 instruction being monitored? • Weekly administrative walkthroughs • Analysis of i-Ready diagnostic data three times per year • Monitoring of i-Ready lessons passed and time on task monthly • Analysis of Pre-A assessment data and running record data • MTSS Teams and Literacy Leadership Teams • District walkthroughs of schools	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction provided to in-person students? Provided to distance learning students?*** For both in person and distance learning instruction: • Targeted feedback to teachers based on administrative walkthroughs/observations • School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data • School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data • District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback-school support is adjusted based on trends • Literacy coaching cycles based on data, trends, and teacher needs	
	How is the effectiveness of Tier 1 curriculum being monitored? • Weekly administrative walkthroughs • i-Ready diagnostic data review • MTSS Teams and Reading Leadership Teams • Administrator and teacher feedback/input on curriculum maps • Monthly PLC's by grade level to study student work, data analysis, and review curriculum	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 curriculum? Provided to distance learning students?*** For both in person and distance learning instruction: • Incorporate UDL principals to meet the needs of all students • Provide PD on explicit, systematic, and multisensory instruction • Weekly PLC's including analysis of student work samples and formative assessment data • Weekly grade level collaborative planning using a backward design model	
	How is instruction provided to students who receive instruction through distance learning? Through the use of Schoology, students will receive a combination of live and recorded lessons, as well as, independent tasks assigned through Schoology. Live lessons may be delivered to whole groups, small groups, or one-on-one. Instruction during live and recorded lessons will include a balance of on grade level material and differentiated material based on student data and standards. Teachers will use gradual release to explicitly show a skill and strategy, guide students through understanding the skill and strategy, and assign independent tasks to be completed weekly.		

IF:	**Student meets at least two of the three following criteria at beginning of school year:** • F.A.S.T. (scores TBD) • i-Ready overall scale score 320-361 • Letter Name Identification (from Next Step Guided Reading Assessment Kit)- 10-19 upper/lower case letter names
THEN:	**TIER 1 instruction and TIER 2 interventions**

TIER 1instruction and TIER 2 interventions

Supplemental Instruction/Intervention:

- *are standards-aligned;*
- *address gaps and reduce barriers to students' ability to meet Tier 1 expectations;*
- *provide systematic, explicit, and interactive small group instruction targeting foundational/barrier skills*
- *are matched to the needs of the students;*
- *provide multiple opportunities to practice the targeted skill(s) and receive corrective feedback;*
- *occurs during time allotted in addition to core instruction; and*
- *includes accommodations (IEP, ESOL, or 504).*

TIER 2 Programs/Materials/Strategies & Duration	*TIER 2 Progress Monitoring*			
	Assessment & Frequency	*Performance Criteria to discontinue Tier 2 interventions*	*Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction*	*Performance Criteria that prompts the addition of Tier 3 interventions*
Literacy Footprints Intervention Partner Kit Literacy Footprints Benchmark Advance Differentiated Tier 2 Lessons SIPPS - Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (based on school availability; would begin in January for Kindergarten) i-Ready Tools for Instruction lessons Leveled Literacy Intervention- LLI (based on school availability) Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)	**1 of the following DIBELS 8th Edition measures administered every other week and determined based on the focus of the intervention:** • Phonemic Segmentation Fluency • Nonsense Word Fluency • Word Reading Fluency DIBELS Scoring and Administration Manual	Student consistently scores at the 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention. DIBELS Benchmark Goals	Student consistently scores at the 'Strategic' (Yellow) level of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is an insufficient response to the intervention. DIBELS Benchmark Goals	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention. DIBELS Benchmark Goals

Number of times per week intervention provided	At least 3 times per week	*Number of minutes per intervention session*	At least 15-30 minutes

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction, provided to in-person students? Provided to distance learning students?

The Teacher Collaborative Team (TCT), virtual or face-to-face, that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

- Literacy Footprints/Intervention Partner Kit: Three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- Benchmark Advance Differentiated Tier 2 Lessons: This resource was a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company. (2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.
- SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words: The SIPPS program was evaluated in a comparative study and showed significantly greater gains in decoding on a normed assessment test. The findings showed that SIPPS is an effective program for teaching all students to decode and indicate that it is particularly effective for English language learners and socioeconomically disadvantaged students. The program incorporates the recommendations found in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016), which have moderate to strong evidence to support the practices used in the program. SIPPS has shown the largest gains in reading ability for students who typically have the most difficulty. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- i-Ready Tools for Instruction: Meets Level 2 (Moderate Evidence) based on the type of study done and the effects of the program on reading achievement. According to *An Impact Evaluation of i-Ready Diagnostic and Instruction Implementation for Reading*, effect sizes across subjects and grades were positive and generally strong.
- Leveled Literacy Intervention (LLI): LLI has a strong rating according to the Evidence for ESSA website.
- Imagine Language and Literacy: This program has a promising rating according the Evidence for ESSA website.

How are Tier 2 interventions provided to students who receive interventions through distance learning?

Tier 2 interventions will be delivered in live small group conferences through Schoology. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras and hot spots as needed to support live instruction. In addition, students have access to i-Ready at home.

IF:	**Student meets at least two out of three of the following criteria at beginning of school year:** • F.A.S.T. (scores TBD) • i-Ready score of 319 and below • Letter Name Identification (from Next Step Guided Reading Assessment Kit)- less than 10 upper/lower case letter names
THEN:	**TIER 1 instruction, TIER 2 interventions, and TIER 3 intensive interventions**

TIER 1 instruction, TIER 2 interventions, and TIER 3 Intensive Interven

Intensive, Individualized Instruction/Intervention:

- *is targeted instruction based on student need;*
- *provides small group or one-on-one instruction;*
- *includes accommodations (IEP, ESOL, or 504);*
- *includes more frequent progress monitoring than Tier 1 instruction and Tier 2 interventions; and ensures additional* ***time allotted is in addition*** *to core instruction and Tier 2 interventions.*

Tier 3 Programs/Materials/Strategies & Duration	*Tier 3 Progress Monitoring*			
	Assessment & Frequency	*Performance Criteria to discontinue Tier 3 interventions*	*Performance Criteria indicating continuation of Tier 3 interventions*	*Performance Criteria that prompts intensified Tier 3 interventions*
Literacy Footprints Intervention Partner Kit Leveled Literacy Intervention- LLI (based on school availability) i-Ready Tools for Instruction Imagine Language and Literacy – Teacher Action Lessons (ELL students with 2.9 or below ACCESS scores OR new ELL's) Benchmark Advance Tier 3 Intervention (based on school availability)	**1 of the following DIBELS 8th Edition measures administered every week and determined based on the focus of the intervention:** • Phonemic Segmentation Fluency • Nonsense Word Fluency • Word Reading Fluency DIBELS Scoring and Administration Manual	Student consistently scores at the 'Strategic' (Yellow) or 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention. DIBELS Benchmark Goals	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is an insufficient or poor response to the intervention. DIBELS Benchmark Goals	Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still scoring at 'Intensive' levels based on DIBELS norms **AND** DIBELS progress monitoring data points do not show student's trend line is closing the gap towards meeting the goal/aim line.

All Tier 3 interventions must be provided by a teacher who is certified in reading or has the reading endorsement.

Number of times per week intervention provided	*Daily*	*Number of minutes per intervention session*	*At Least 15-30 min*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions, including alignment with core curriculum and instruction, provided to in-person students? Provided to distance learning students?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data, including distance learning students in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

- Literacy Footprints/Intervention Partner Kit: Three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences- IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- Leveled Literacy Intervention (LLI) has a strong rating according to the Evidence for ESSA website.
- i-Ready Tools for Instruction meets Level 2 (Moderate Evidence) based on the type of study done and the effects of the program on reading achievement. According to *An Impact Evaluation of i-Ready Diagnostic and Instruction Implementation for Reading*, effect sizes across subjects and grades were positive and generally strong.
- Imagine Language and Literacy has a promising rating according the Evidence for ESSA website.
- Benchmark Advance Tier 3 Intervention Program- Three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences- IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The frameworks and lessons are also grounded in the Science of Reading. https://ies.ed.gov/ncee/wwc/PracticeGuide/21

How are Tier 3 interventions provided to students who receive interventions through distance learning?

Tier 3 interventions will be delivered in live one on one conferences through Schoology. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras and hot spots as needed to support live instruction. In addition, students have access to i-Ready at home.

Assessment/Curriculum Decision Tree

Grade Level(s): First and Second Grades

IF:	**Student meets the following criteria at beginning of school year:** • **1st grade:** o F.A.S.T. (scores TBD) **OR** o i-Ready scale score of 434 and above **OR** o Running Record instructional level C or above • **2nd grade:** o F.A.S.T. (scores TBD) **OR** o i-Ready scale score of 489 and above **OR** o Running Record instructional level I or above
THEN:	**TIER 1 Only**

TIER 1

Core Instruction:

- *is standards-aligned;*
- *builds background and content knowledge;*
- *provides print-rich, systematic, scaffolded, differentiated instruction, and corrective feedback;*
- *incorporates writing in response to reading;*
- *includes accommodations (IEP, ESOL, or 504);*
- *incorporates the principles of Universal Design for Learning; and*
- *includes specially designed instruction for students with disabilities.*

Core Curriculum

Please indicate your core curriculum and how its use by the students served is supported by strong evidence, moderate evidence, or promising evidence.

Florida Benchmark Advance *is a State Approved Tier 1 Core Program*

Progress Monitoring

Assessment & Frequency	***Performance Criteria that indicates Tier 1 is sufficient for at least 80% of students***	***Performance Criteria that prompts the addition of Tier 2 interventions for students not meeting expectation/benchmark***
1. i-Ready Diagnostic- 2 times per year (September and February) 2. Running Record (Next Step in Guided Reading Assessments)- 3 times per year (August/September, January, and May) 3. F.A.S.T. (3x per year)	1. At least 50% progress towards typical growth target at mid-year (February) as measured by i-Ready diagnostic 2. Student is reading at an instructional level F and above (1st grade) or K and above (2nd grade) in January as measured by the Next Step in Guided Reading Assessment; student is reading at an instructional level I and above (1st grade) or L and above (2nd grade) in May as measured by the Next Step in Guided Reading Assessment 3. F.A.S.T. (scores TBD)	1. Less than 50% progress towards typical growth at mid-year (February) as measured by i-Ready diagnostic 2. Student is reading below an instructional level F (1st grade) or K (2nd grade) in January as measured by The Next Step in Guided Reading Assessments; student is reading below an instructional level I (1st grade) or L (2nd grade) in May as measured by the Next Step in Guided Reading Assessment 3. F.A.S.T. (scores TBD)

How is the effectiveness of Tier 1 instruction being monitored?

- Weekly administrative walkthroughs
- Analysis of i-Ready diagnostic data three times per year
- Monitoring of i-Ready lessons passed and time on task monthly
- Analysis of running record data
- MTSS Teams and Literacy Leadership

What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction provided to in-person students? Provided to distance learning students?

For both in person and distance learning instruction:

- Targeted feedback to teachers based on administrative walkthroughs/observations
- School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data
- School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data
- District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends

	Teams • District walkthroughs of schools	• Literacy coaching cycles based on data, trends, and teacher needs
	How is the effectiveness of Tier 1 curriculum being monitored? • Weekly administrative walkthroughs • i-Ready diagnostic data review • MTSS Teams and Literacy Leadership Teams • Administrator and teacher feedback/input on curriculum maps • Monthly PLC's by grade level to study student work, data analysis, and review curriculum	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 curriculum? Provided to distance learning students?*** For both in person and distance learning instruction: • Incorporate UDL principals to meet the needs of all students • Provide PD on explicit, systematic, and multisensory instruction • Weekly PLC's including analysis of student work samples and formative assessment data • Weekly grade level collaborative planning using a backward design model
	How is instruction provided to students who receive instruction through distance learning? Through the use of Schoology, students will receive a combination of live and recorded lessons, as well as, independent tasks assigned through Schoology. Live lessons may be delivered to whole groups, small groups, or one-on-one. Instruction during live and recorded lessons will include a balance of on grade level material and differentiated material based on student data and standards. Teachers will use gradual release to explicitly show a skill and strategy, guide students through understanding the skill and strategy, and assigning independent tasks to be completed weekly.	

IF:	**Student meets the following criteria at beginning of school year:**
	• **1st grade:**
	  ○ F.A.S.T. (scores TBD) **OR**
	  ○ i-Ready scale score of 391-433 **OR**
	  ○ Running Record instructional level A or B
	• **2nd grade:**
	  ○ F.A.S.T. (scores TBD) **OR**
	  ○ i-Ready scale score of 419-488 **OR**
	  ○ Running Record instructional level E-H

THEN:	**TIER 1 instruction and TIER 2 interventions**

TIER 1 instruction and TIER 2 interventions

Supplemental Instruction/Intervention:

- *are standards-aligned;*
- *address gaps and reduce barriers to students' ability to meet Tier 1 expectations;*
- *provide systematic, explicit, and interactive small group instruction targeting foundational/barrier skills*
- *are matched to the needs of the students;*
- *provide multiple opportunities to practice the targeted skill(s) and receive corrective feedback;*
- *occurs during time allotted in addition to core instruction; and*
- *includes accommodations (IEP, ESOL, or 504).*

TIER 2 Programs/Materials/Strategies & Duration	*TIER 2 Progress Monitoring*			
	Assessment & Frequency	*Performance Criteria to discontinue Tier 2 interventions*	*Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction*	*Performance Criteria that prompts the addition of Tier 3 interventions*
Literacy Footprints Intervention Partner Kit Literacy Footprints Benchmark Advance Differentiated Tier 2 Lessons SIPPS - Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (based on school availability) i-Ready Tools for Instruction lessons Leveled Literacy Intervention- LLI (based on school availability) Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)	**1 of the following DIBELS 8th Edition measures administered every other week and determined based on the focus of the intervention:** • Phonemic Segmentation Fluency • Nonsense Word Fluency • Word Reading Fluency • Oral Reading Fluency DIBELS Scoring and Administration Manual	Student consistently scores at the 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention. DIBELS Benchmark Goals	Student consistently scores at the 'Strategic' (Yellow) level of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is an insufficient response to the intervention. DIBELS Benchmark Goals	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention. DIBELS Benchmark Goals

Number of times per week intervention provided	At least 3 times per week	*Number of minutes per intervention session*	At least 15-30 minutes

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction, provided to in-person students? Provided to distance learning students?

The Teacher Collaborative Team (TCT), virtual or face-to-face, that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

- Literacy Footprints/Intervention Partner Kit: Three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- Benchmark Advance Differentiated Tier 2 Lessons: This resource was a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company. (2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.
- SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words: The SIPPS program was evaluated in a comparative study and showed significantly greater gains in decoding on a normed assessment test. The findings showed that SIPPS is an effective program for teaching all students to decode and indicate that it is particularly effective for English language learners and socioeconomically disadvantaged students. The program incorporates the recommendations found in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016), which have moderate to strong evidence to support the practices used in the program. SIPPS has shown the largest gains in reading ability for students who typically have the most difficulty. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- i-Ready Tools for Instruction: Meets Level 2 (Moderate Evidence) based on the type of study done and the effects of the program on reading achievement. According to *An Impact Evaluation of i-Ready Diagnostic and Instruction Implementation for Reading*, effect sizes across subjects and grades were positive and generally strong.
- Leveled Literacy Intervention (LLI): LLI has a strong rating according to the Evidence for ESSA website.
- Imagine Language and Literacy: This program has a promising rating according the Evidence for ESSA website.

How are Tier 2 interventions provided to students who receive interventions through distance learning?

Tier 2 interventions will be delivered in live small group conferences through Schoology. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras ad hot spots as needed to support live instruction. In addition, students have access to i-Ready at home.

IF:	**Student meets the following criteria at beginning of school year:**
	• **1st grade:**
	  ○ F.A.S.T. (scores TBD) **OR**
	  ○ i-Ready scale score of 390 and below **OR**
	  ○ Pre-A reading level (knows under 40 letter names)
	• **2nd grade:**
	  ○ F.A.S.T. (scores TBD) **OR**
	  ○ i-Ready scale score of 418 and below **OR**
	  ○ Running Record instructional level D and below

THEN:	**TIER 1 instruction, TIER 2 interventions, and TIER 3 intensive interventions**

TIER 1 instruction, TIER 2 interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Intervention:

- *is targeted instruction based on student need;*
- *provides small group or one-on-one instruction;*
- *includes accommodations (IEP, ESOL, or 504);*
- *includes more frequent progress monitoring than Tier 1 instruction and Tier 2 interventions; and*
- *ensures additional* ***time allotted is in addition*** *to core instruction and Tier 2 interventions.*

Tier 3 Programs/Materials/Strategies & Duration	*Tier 3 Progress Monitoring*			
	Assessment & Frequency	*Performance Criteria to discontinue Tier 3 interventions*	*Performance Criteria indicating continuation of Tier 3 interventions*	*Performance Criteria that prompts intensified Tier 3 interventions*
Literacy Footprints Intervention Partner Kit Leveled Literacy Intervention-LLI (based on school availability) i-Ready Tools for Instruction SIPPS -Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (based on school availability) Imagine Language and Literacy – Teacher Action Lessons (ELL students with 2.9 or below ACCESS scores OR new ELL's) Benchmark Advance Tier 3 Intervention (based on school availability)	**1 of the following DIBELS 8th Edition measures administered every week and determined based on the focus of the intervention:** • Phonemic Segmentation Fluency • Nonsense Word Fluency • Word Reading Fluency • Oral Reading Fluency DIBELS Scoring and Administration Manual	Student consistently scores at the 'Strategic' (Yellow) or 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention. DIBELS Benchmark Goals	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is an insufficient or poor response to the intervention. DIBELS Benchmark Goals	Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still scoring at 'Intensive' levels based on DIBELS norms **AND** DIBELS progress monitoring data points do not show student's trend line is closing the gap towards meeting the goal/aim line.

All Tier 3 interventions must be provided by a teacher who is certified in reading or has the reading endorsement.

Number of times per week intervention provided	*Daily*	*Number of minutes per intervention session*	*At Least 15-30 min*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions, including alignment with core curriculum and instruction, provided to in-person students? Provided to distance learning students?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data, including distance learning students in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

- Literacy Footprints/Intervention Partner Kit: Three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences- IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- Leveled Literacy Intervention (LLI) has a strong rating according to the Evidence for ESSA website.
- i-Ready Tools for Instruction meets Level 2 (Moderate Evidence) based on the type of study done and the effects of the program on reading achievement. According to *An Impact Evaluation of i-Ready Diagnostic and Instruction Implementation for Reading*, effect sizes across subjects and grades were positive and generally strong.
- SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words: The SIPPS program was evaluated in a comparative study and showed significantly greater gains in decoding on a normed assessment test. The findings showed that SIPPS is an effective program for teaching all students to decode and indicate that it is particularly effective for English language learners and socioeconomically disadvantaged students. The program incorporates the recommendations found in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016), which have moderate to strong evidence to support the practices used in the program. SIPPS has shown the largest gains in reading ability for students who typically have the most difficulty. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- Imagine Language and Literacy has a promising rating according the Evidence for ESSA website.
- Benchmark Advance Tier 3 Intervention Program: Three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences- IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The frameworks and lessons are also grounded in the Science of Reading. https://ies.ed.gov/ncee/wwc/PracticeGuide/21

How are Tier 3 interventions provided to students who receive interventions through distance learning?

Tier 3 interventions will be delivered in live one on one conferences through Schoology. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras and hot spots as needed to support live instruction. In addition, students have access to i-Ready at home.

Assessment/Curriculum Decision Tree

Grade Level(s): Third - Fifth

IF:

Student meets the following criteria at beginning of school year:

- **3rd Grade:** i-Ready scale score of 511 or above **AND/OR** running record instructional level of L and above
- **4th Grade:** ELA FSA score of Level 3 or above **AND/OR** i-Ready scale score of 557 or above
- **5th Grade:** ELA FSA score of Level 3 or above **AND/OR** i-Ready scale score of 581 or above

THEN:

TIER 1 Only

TIER

Core Instruction:

- *is standards-aligned;*
- *builds background and content knowledge;*
- *provides print-rich, systematic, scaffolded, differentiated instruction, and corrective feedback;*
- *incorporates writing in response to reading;*
- *includes accommodations (IEP, ESOL, or 504);*
- *incorporates the principles of Universal Design for Learning; and*
- *includes specially designed instruction for students with disabilities.*

Core Curriculum

Please indicate your core curriculum and how its use by the students served is supported by strong evidence, moderate evidence, or promising evidence.

Florida Benchmark Advance *is a State Approved Tier 1 Core Program*

Progress Monitoring

Assessment & Frequency	*Performance Criteria that indicates Tier 1 is sufficient for at least 80% of students*	*Performance Criteria that prompts the addition of Tier 2 interventions for students not meeting expectation/benchmark*
1. i-Ready Diagnostic- 2 times per year (September and February) 2. District Quarter 2 Benchmark 3. F.A.S.T. (3x per year)	1. At least 50% progress towards typical growth target at mid- year (February) as measured by i-Ready diagnostic 2. Student scores Level 3 or higher on district benchmarks 3. Student scores TBD or higher on F.A.S.T. Assessment	1. Less than 50% progress towards typical growth target at mid- year (February) as measured by i-Ready diagnostic 2. Student scores Level 1 or 2 on district benchmarks 3. Student scores TBD on F.A.S.T. Assessment

How is the effectiveness of Tier 1 instruction being monitored?

- Weekly administrative walkthroughs

What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction provided to in-person students? Provided to distance learning students?

For both in person and distance learning instruction:

- Targeted feedback to teachers based on

- Analysis of i-Ready diagnostic data three times per year
- Monitoring of i-Ready lessons passed and time on task monthly
- Analysis of running record data
- MTSS Teams and Literacy Leadership Teams
- District walkthroughs of schools

administrative walkthroughs/observations

- School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data
- School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data
- District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends
- Literacy coaching cycles based on data, trends, and teacher needs

How is the effectiveness of Tier 1 curriculum being monitored?

- Weekly administrative walkthroughs
- i-Ready diagnostic data review
- MTSS Teams and Reading Leadership Teams
- Administrator and teacher feedback/input on curriculum maps
- Monthly PLC's by grade level to study student work, data analysis, and review curriculum

What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 curriculum? Provided to distance learning students?

For both in person and distance learning instruction:

- Incorporate UDL principals to meet the needs of all students
- Provide PD on explicit, systematic, and multisensory instruction
- Weekly PLC's including analysis of student work samples and formative assessment data
- Weekly grade level collaborative planning using a backward design model

How is instruction provided to students who receive instruction through distance learning?

Through the use of Schoology, students will receive a combination of live and recorded lessons, as well as, independent tasks assigned through Schoology. Live lessons may be delivered to whole groups, small groups, or one-on-one. Instruction during live and recorded lessons will include a balance of on grade level material and differentiated material based on student data and standards. Teachers will use gradual release to explicitly show a skill and strategy, guide students through understanding the skill and strategy, and assigning independent tasks to be completed weekly.

IF:	Student meets the following criteria at beginning of school year: • **3rd Grade:** i-Ready scale score of 474-510 **AND/OR** running record instructional level H-K • **4th Grade:** ELA FSA score of Level 2 **AND/OR** i-Ready scale score of 496-556 • **5th Grade:** ELA FSA score of Level 2 **AND/OR** i-Ready scale score of 542-580
THEN:	**TIER 1 instruction and TIER 2 interventions**

TIER 1 instruction and TIER 2 interventions

Supplemental Instruction/Intervention:

- *are standards-aligned;*
- *address gaps and reduce barriers to students' ability to meet Tier 1 expectations;*
- *provide systematic, explicit, and interactive small group instruction targeting foundational/barrier skills*
- *are matched to the needs of the students;*
- *provide multiple opportunities to practice the targeted skill(s) and receive corrective feedback;*
- *occurs during time allotted in addition to core instruction; and*
- *includes accommodations (IEP, ESOL, or 504).*

TIER 2 Programs/Materials/Strategies & Duration	*TIER 2 Progress Monitoring*			
	Assessment & Frequency	*Performance Criteria to discontinue Tier 2 interventions*	*Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction*	*Performance Criteria that prompts the addition of Tier 3 interventions*
Literacy Footprints Intervention Partner Kit (based on school availability) Literacy Footprints (based on school availability) Benchmark Advance Differentiated Tier 2 Lessons SRA – Corrective Reading (based on school availability) SIPPS - Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (based on school availability) i-Ready Tools for Instruction lessons Leveled Literacy Intervention- LLI (based on school availability) Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)	**1 of the following DIBELS 8th Edition measures administered every other week and determined based on the focus of the intervention:** • Nonsense Word Fluency • Word Reading Fluency • Oral Reading Fluency • MAZE DIBELS Scoring and Administration Manual	Student consistently scores at the 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention. DIBELS Benchmark Goals	Student consistently scores at the 'Strategic' (Yellow) level of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is an insufficient response to the intervention. DIBELS Benchmark Goals	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention. DIBELS Benchmark Goals

Number of times per week intervention provided	At least 3 times per	*Number of minutes per intervention session*	At least 15-30

	week		minutes

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction, provided to in-person students? Provided to distance learning students?

The Teacher Collaborative Team (TCT), virtual or face-to-face, that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

- Literacy Footprints/Intervention Partner Kit: Three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- Benchmark Advance Differentiated Tier 2 Lessons: This resource was a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company. (2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.
- SRA Reading Mastery: The program was found to have potentially positive effects on reading achievement according to What Works Clearinghouse (WWC). This included substantial effects for oral reading fluency, letter/word identification, word attack, and reading vocabulary.
- SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words: The SIPPS program was evaluated in a comparative study and showed significantly greater gains in decoding on a normed assessment test. The findings showed that SIPPS is an effective program for teaching all students to decode and indicate that it is particularly effective for English language learners and socioeconomically disadvantaged students. The program incorporates the recommendations found in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016), which have moderate to strong evidence to support the practices used in the program. SIPPS has shown the largest gains in reading ability for students who typically have the most difficulty. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- i-Ready Tools for Instruction: Meets Level 2 (Moderate Evidence) based on the type of study done and the effects of the program on reading achievement. According to *An Impact Evaluation of i-Ready Diagnostic and Instruction Implementation for Reading*, effect sizes across subjects and grades were positive and generally strong.
- Leveled Literacy Intervention (LLI): LLI has a strong rating according to the Evidence for ESSA website.
- Imagine Language and Literacy: This program has a promising rating according the Evidence for ESSA website.

How are Tier 2 interventions provided to students who receive interventions through distance learning?

Tier 2 interventions will be delivered in live small group conferences through Schoology. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras ad hot spots as needed to support live instruction. In addition, students have access to i-Ready at home.

IF:	**Student meets the following criteria at beginning of school year:** • ~~3rd Grade: Retained students who scored Level 1 on ELA FSA **AND/OR** i-Ready scale score of 473 and below~~ **AND/OR** running record instructional level of G and below • ~~4th Grade: ELA FSA Assessment score of Level 1 **AND/OR** i-Ready scale score of 495 and below~~ • ~~5th Grade: ELA FSA Assessment score of Level 1 **AND/OR** i-Ready scale score of 541 and below~~
THEN:	**TIER 1 instruction, TIER 2 interventions, and TIER 3 intensive interventions**

Intensive, Individualized Instruction/Intervention:

- *is targeted instruction based on student need;*
- *provides small group or one-on-one instruction;*
- *includes accommodations (IEP, ESOL, or 504);*
- *includes more frequent progress monitoring than Tier 1 instruction and Tier 2 interventions; and*
- *ensures additional* ***time allotted is in addition*** *to core instruction and Tier 2 interventions.*

Tier 3 Programs/Materials/Strategies & Duration	*Tier 3 Progress Monitoring*			
	Assessment & Frequency	*Performance Criteria to discontinue Tier 3 interventions*	*Performance Criteria indicating continuation of Tier 3 interventions*	*Performance Criteria that prompts intensified Tier 3 interventions*
Literacy Footprints Intervention Partner Kit Leveled Literacy Intervention- LLI (based on school availability) i-Ready Tools for Instruction Benchmark Advance Tier 3 Lessons (based on school availability) SIPPS -Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (based on school availability) Imagine Language and Literacy – Teacher Action Lessons (ELL students with 2.9 or below ACCESS scores OR new ELL's) Benchmark Advance Tier 3 Intervention- for students who need K-2 foundational skills (based on school availability)	**1 of the following DIBELS 8th Edition measures administered every week and determined based on the focus of the intervention:** • Nonsense Word Fluency • Word Reading Fluency • Oral Reading Fluency • MAZE DIBELS Scoring and Administration Manual	Student consistently scores at the 'Strategic' (Yellow) or 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention. DIBELS Benchmark Goals	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is an insufficient or poor response to the intervention. DIBELS Benchmark Goals	Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with ~~fidelity and is still~~ scoring at 'Intensive' levels based on DIBELS norms **AND** DIBELS progress monitoring data points do not show student's trend line is closing the gap towards meeting the goal/aim line.

All Tier 3 interventions must be provided by a teacher who is certified in reading or has the reading endorsement.

Number of times per week intervention provided	*Daily*	*Number of minutes per intervention session*	*At Least 15-30 min*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions, including alignment with core curriculum and instruction, provided to in-person students? Provided to distance learning students?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data, including distance learning students in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

- Literacy Footprints/Intervention Partner Kit: Three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences- IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- Leveled Literacy Intervention (LLI) has a strong rating according to the Evidence for ESSA website.
- i-Ready Tools for Instruction meets Level 2 (Moderate Evidence) based on the type of study done and the effects of the program on reading achievement. According to *An Impact Evaluation of i-Ready Diagnostic and Instruction Implementation for Reading*, effect sizes across subjects and grades were positive and generally strong.
- SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words: The SIPPS program was evaluated in a comparative study and showed significantly greater gains in decoding on a normed assessment test. The findings showed that SIPPS is an effective program for teaching all students to decode and indicate that it is particularly effective for English language learners and socioeconomically disadvantaged students. The program incorporates the recommendations found in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016), which have moderate to strong evidence to support the practices used in the program. SIPPS has shown the largest gains in reading ability for students who typically have the most difficulty. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- Imagine Language and Literacy has a promising rating according the Evidence for ESSA website.
- Benchmark Advance Tier 3 Intervention Program: Three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences- IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The frameworks and lessons are also grounded in the Science of Reading. https://ies.ed.gov/ncee/wwc/PracticeGuide/21

How are Tier 3 interventions provided to students who receive interventions through distance learning?

Tier 3 interventions will be delivered in live one on one conferences through Schoology. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras and hot spots as needed to support live instruction. In addition, students have access to i-Ready at home.

~~**Curriculum, Instruction, and Assessment Decision Tree**~~	
~~**Grade Level(s):** 6-12~~	
~~**IF:**~~	~~Student meets the following criteria at beginning of school year:~~ ~~All students receive Tier 1 instruction. All students are placed in a regular or advanced Language Arts or English courses to meet the ELA requirement.~~
~~**THEN:**~~	~~**TIER 1 Only**~~
TIER 1	~~*Initial instruction:*~~ ~~• *is standards-aligned*~~ ~~• *builds background and content knowledge, motivation*~~ ~~• *provides print rich, systematic, scaffolded, and differentiated instruction*~~

- ~~*incorporates writing in response to reading*~~
- ~~*includes accommodations (IEP, ESOL or 504)*~~
- ~~*incorporates the principles of Universal Design for Learning*~~
- ~~*includes specially designed instruction for students with disabilities*~~

~~Core Curriculum~~

~~***Please indicate your core curriculum and how its use by the students served is supported by strong evidence, moderate evidence, or promising evidence.***~~

~~The Houghton Mifflin Harcourt® Collections program for Grades 6 through 12 is a comprehensive English language arts program. The program is anchored on a set of rich, engaging, and complex literary and informational texts, and is designed to develop students' abilities to analyze complex texts, cite from sources, reason, and communicate orally and in writing. Developed around rigorous state standards and expectations, the program challenges and supports all students to become critical and close readers. The program develops students' writing across varied genres with models of effective texts and ample opportunities for writing about texts. With a blend of print and digital resources and online tools, the program delivers 21st century learning. HMH Collections literature textbook series is a comprehensive resource for addressing all expectations of the Language Arts Florida Standards for English Language Arts. Rich, engaging, and complex texts are the program's anchor—challenging and supporting all students to become critical and close readers. The program fosters success in writing across varied genres through models of effective writing and provides ample opportunities for speaking and writing about texts. Educational Research Institute of America (ERIA) conducted a full school year study to test the effectiveness of the HMH Collections (2017). Study results indicate that Collections is effective at improving the ability of students to analyze complex texts, determine evidence, reason critically, and communicate thoughtfully. In addition, the results showed that students in Collections classrooms made statistically significant gains in all grades tested over the course of the full year.~~

~~*Progress Monitoring*~~

~~***Assessment & Frequency***~~	~~***Performance Criteria that indicates Tier 1 is sufficient***~~	~~***Performance Criteria to that would prompt addition of Tier 2 interventions***~~
~~FSA Assessment – annually District created benchmark assessments – quarterly Teacher created assignments and assessments - ongoing~~	~~FSA Assessment Criteria – Level 3 or higher District Benchmark - Level 3 or higher Teacher Created – average performance scores~~	~~Students not meeting expectations are given the opportunity for remediation in a small group setting.~~

~~***How is the effectiveness of Tier 1 instruction being monitored?***~~	~~***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?***~~
~~The District shares FSA data with school administrators and teachers. Schools use the information to place students in appropriate ELA courses. Data is collected from the quarterly benchmark assessments through School City and is shared with Administrators and Teachers. Administrators and Teachers monitor teacher-based assignments and assessments through FOCUS platform.~~	~~District staff, administrators and teachers review data collected and meet to discuss student performance, areas of strength and areas to strengthen. Support staff, Literacy Coaches and District Specialists provide support to teachers through one-on-one, small group and whole group learning communities.~~

~~***How is instruction modified for students who receive instruction through distance learning?***~~
~~The district-adopted HMH Collections series is available to all students through the Schoology platform. Teachers assign materials and receive student work through the platform.~~

IF:	Student meets the following criteria at beginning of school year: Students who score below a Level 3 on the FSA assessment are placed in an intensive reading course, as well as a regular Language Arts or English course.
THEN:	**TIER 1 instruction and TIER 2 interventions**

TIER 1 instruction and TIER 2 interventions

Interventions:

- *are standards-aligned*
- *address gaps and reduce barriers to students' ability to meet Tier 1 expectations*
- *provide systematic, explicit, and interactive small group instruction targeting foundational/barrier skills*
- *are matched to the needs of the students*
- *provide multiple opportunities to practice the targeted skill(s) and receive feedback*
- *occurs during time allotted in addition to core instruction*
- *includes accommodations (IEP, ESOL or 504)*

TIER 2 Programs/Materials/Strategies & Duration	*TIER 2 Progress Monitoring*			
	Assessment & Frequency	*Performance Criteria to discontinue Tier 2 intervention*	*Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction*	*Performance Criteria that would prompt addition of Tier 3 interventions*
Reading Plus Reading Plus Comprehensive Skill Building Activities through small group instruction Townsend Press Vocabulary (gr 6-8) Vocabulit (gr 9-12)	Insight Assessment (placement and benchmark) 3x per year to assess reading level, reading speed, vocabulary and student motivation Reading Plus Dashboard reports are provided to track student progress and activity after each online session. Reports include reading rate with good comprehension, number of words read in selections with good comprehension, content level increase, and vocabulary words	Students in grades 6-10 remain in course throughout the year. Students in grades 11 and 12 who pass the FSA or receive a concordant score may withdraw from intensive reading and take another elective course, otherwise students remain in the intensive course throughout the year.	Students in grades 6-10 remain in course throughout the year. Students in grades 11 and 12 who pass the FSA or receive a concordant score may withdraw from intensive reading and take another elective course, otherwise students remain in the intensive course throughout the year.	Students not making adequate progress compared to peers will receive Tier 3 interventions.

	mastered.			
Number of times a week intervention provided	5	***Number of minutes per intervention session***	Total online and small group sessions up to 45 min	

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction?

District staff, administrators and teachers review data collected and meet to discuss student performance, areas of strength and areas to strengthen. Support staff, Literacy Coaches and District Specialists provide support to teachers through one-on-one, small group and whole group learning communities.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

Reading Plus is a web-based literacy program for grades 3-12+. It includes a valid and reliable assessment and is designed to strengthen reading comprehension, vocabulary, efficiency, and motivation. The program combines personalized practice and adaptive instruction and offers students choice and control over their program experience. Reading Plus is designed to develop critical reading skills needed for deep, meaningful understanding of complex texts. Reading Plus students made significantly larger improvements in reading achievement (effect size = +0.11), as measured by the Group Reading Assessment Diagnostic Evaluation (GRADE). These results qualify Reading Plus for the ESSA "Strong" category.

How are Tier 2 interventions modified for students who receive interventions through distance learning?

All students placed in an intensive reading classroom have access to the Reading Plus program, as it is an online program provided for students through the District dashboard. Students and teachers track progress through the Reading Plus dashboard.

IF:

Student meets the following criteria at beginning of school year:

Students who score below a Level 3 on the FSA assessment are placed in an intensive reading course. After initial Insight assessment through Reading Plus, students who fall significantly below grade level and do not show adequate growth compared to peers receive TIER 3 interventions.

THEN:

TIER 1 instruction, TIER 2 interventions, and TIER 3 intensive interventions

TIER 1 instruction, TIER 2 interventions, and TIER 3 intensive interventions

Immediate, intensive intervention:

- extended time
- targeted instruction based on student need
- small group or one-on-one instruction
- accommodations (IEP, ESOL, or 504)
- more frequent progress monitoring than TIER 1 instruction and TIER 2 interventions
- *additional* ***time allotted is in addition*** *to core instruction and tier 2 interventions*

TIER 3 Programs/Materials/Strategies & Duration	***TIER 3 Progress Monitoring***		
	Assessment & Frequency	***Performance Criteria to remove Tier 3 and continue Tier 2 interventions in addition to Tier 1 instruction***	***Performance Criteria that would prompt changes to Tier 3 interventions***

	Reading Plus Reading Plus Comprehensive Skill Building Activities through small group instruction Townsend Press Vocabulary (gr 6-8) Vocabulit (gr 9-12)	Insight Assessment (placement and benchmark) 3x per year to assess reading level, reading speed, vocabulary and student motivation Dashboard reports provided to track student progress and activity after each online session. Reports provide reading rate with good comprehension, words reading in selections with good comprehension, content level increase, and vocabulary words mastered.	After receiving intensive intervention with teacher in a setting of no more than 3 students, student makes consistent positive progress towards identified low proficiency skill(s) over a period of no less than 4 weeks.	Students not responding positively or showing no progress with intensive intervention.
	Additional Reading Plus Comprehensive Skill Building Activities focused on low proficiency skills through small group instruction (no more than 3 students).			
	All Tier 3 Interventions must be provided by a teacher who is certified in reading or has the reading endorsement.			
	Number of times a week intervention provided	No less than 3x per week	***Number of minutes per intervention session***	No less than 15 minutes per session
	What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 intervention, including alignment with core curriculum and instruction? District staff, administrators and teachers review data collected and meet to discuss student performance, areas of strength and areas to strengthen. Support staff, Literacy Coaches and District Specialists provide support to teachers through one-on-one, small group and whole group learning communities.			
	Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence. Reading Plus is a web-based literacy program for grades 3-12+. It includes a valid and reliable assessment and is designed to strengthen reading comprehension, vocabulary, efficiency, and motivation. The program combines personalized practice and adaptive instruction and offers students choice and control over their program experience. Reading Plus is designed to develop critical reading skills needed for deep, meaningful understanding of complex texts. Reading Plus students made significantly larger improvements in reading achievement (effect size = +0.11), as measured by the Group Reading Assessment Diagnostic Evaluation (GRADE). These results qualify Reading Plus for the ESSA "Strong" category.			

	~~***How are Tier 3 interventions modified for students who receive interventions through distance learning?***~~ ~~All students placed in an intensive reading classroom has access to the Reading Plus program, as it is an online program provided for students through the District dashboard. Students and teachers track progress through the Reading Plus dashboard. Teachers provide small group interventions of no more than 3 students through video conferencing.~~

Assessment/Curriculum Decision Tree

Grade Level(s): 6-8

IF:

Student meets the following criteria at beginning of school year:
All students are placed in a regular or advanced Language Arts course to meet the ELA requirement and receive Tier 1 instruction.

THEN:

TIER 1 Only

Initial instruction:

- *is standards-aligned;*
- *builds background and content knowledge;*
- *provides print-rich, systematic, scaffolded, and differentiated instruction;*
- *incorporates writing in response to reading;*
- *includes accommodations (IEP, ESOL, or 504);*
- *incorporates the principles of Universal Design for Learning; and*
- *includes specially designed instruction for students with disabilities.*

Core Curriculum

Please indicate your core curriculum and how its use by the students served is supported by strong evidence, moderate evidence, or promising evidence.

McGraw Hill's Florida **StudySync** program is supported by Tier III promising evidence under ESSA guidelines based on analysis of the results of scientific studies in multiple implementation settings using prior editions. We have confidence in the positive impact that StudySync can have on students because we have documented its effectiveness with different students in different states, and on different outcomes. Please review summary of the existing research evidence which supports the effectiveness of StudySync and validates this rating:

- Results of a 2019 study revealed positive outcomes for StudySync users in a Wisconsin high school on the ACT Aspire, ACT, and STAR assessments. Specifically, 9th graders using StudySync performed significantly better on the Reading and Composite portions of the ACT Aspire than the published norm comparisons. Similarly, nearly two-thirds of 10th graders met ACT Aspire growth benchmarks for English and Composite after using StudySync for one school year. About three-fourths of 11th graders exhibited average or above average growth on the ACT during the year they used StudySync based on their prior year ACT Aspire results. Additionally, higher percentages of 9th and 10th graders met the STAR Assessment's spring benchmarks while using StudySync than in the two years prior to adopting StudySync. Finally, during the year in which StudySync was implemented 10th graders, on average, exceeded their expected growth score on the STAR Assessment by more than two and a half times (42 units expected vs. 119 units actual growth). Based on the use of norm comparisons and the presence of positive findings we believe that this study meets the criteria for ESSA Tier 3, or "Promising" evidence.

https://www.mheducation.com/prek-12/program/microsites/MKTSP-ROA01M0/research-success.html

Progress Monitoring

Assessment & Frequency	***Performance Criteria that indicates Tier 1 is sufficient***	***Performance Criteria that prompts the addition of Tier 2 interventions***

	F.A.S.T. State Assessment/progress monitoring tool to be administered 3x per year Quarter 1 District created benchmark assessments Teacher created assignments and assessments – ongoing	F.A.S.T State Assessment/progress monitoring tool Quarter 1 District Benchmark Teacher Created assessments – average performance scores	Students not achieving a Level 3 or higher on District exams and/or not making progress based on the State Progress Monitoring Tool, or on teacher created assignments and assessments compared to their peers, will be given the opportunity for remediation with the teacher or co-teacher in a small group setting.
	How is the effectiveness of Tier 1 instruction being monitored? Weekly administrative walkthroughs. Data will be collected from state progress monitoring tool and the quarterly benchmark assessments through School City and will be shared with administrators and teachers to monitor the effectiveness of instruction. Administrators and teachers will monitor teacher-based assignments and assessments through FOCUS platform.	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction provided to in-person students? Provided to distance learning students?*** Teachers are provided with targeted feedback based on administrative walkthroughs. District staff, administrators and teachers review data collected and meet to discuss student performance, areas of strength and areas to strengthen. Support staff, literacy coaches and district specialists provide support to teachers through one-on-one, small group and whole group learning communities.	
	How is the effectiveness of Tier 1 curriculum being monitored? Weekly administrative walkthroughs. Data will be collected from state progress monitoring tool and the quarterly benchmark assessments through School City and will be shared with administrators and teachers to monitor the effectiveness of curriculum. Administrators and teachers will monitor teacher-based assignments and assessments through FOCUS platform. Administrator and teacher feedback/input is considered for curriculum map updates.	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 curriculum? Provided to distance learning students?*** Teachers and students are provided with professional learning opportunities throughout the year based on data and feedback.	

IF:	**Student meets the following criteria at beginning of school year:** A student with a history of scoring below Level 3 on the FSA assessment will receive Tier 2 interventions using Lexia PowerUp.
THEN:	**TIER 1 instruction and TIER 2 interventions**

TIER 1 instruction and TIER 2 intervention

Interventions:

- *are standards-aligned;*
- *address gaps and reduce barriers to students' ability to meet Tier 1 expectations;*
- *provide systematic, explicit, and interactive small group instruction targeting foundational/barrier skills*
- *are matched to the needs of the students;*
- *provide multiple opportunities to practice the targeted skill(s) and receive feedback;*
- *occurs during time allotted in addition to core instruction; and*
- *includes accommodations (IEP, ESOL, or 504).*

TIER 2 Programs/Materials/Strategies & Duration	***TIER 2 Progress Monitoring***			
	Assessment & Frequency	***Performance Criteria to discontinue Tier 2 intervention***	***Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction***	***Performance Criteria that prompts the addition of Tier 3 interventions***
Lexia PowerUp individualizes instruction based on a student placement assessment. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. Duration of program usage is based on placement within program. *Achieve3000 (used with ELL students who score level 1 or 2 on overall proficiency on ACCESS 2.0)	Students take an initial placement assessment in 3 strands: Word Study, Grammar, and Comprehension. Students who place at the intermediate and/or advanced zone in the area of Word Study and/or Comprehension are assessed on each skill and must perform at a proficient level before they can move on to the next unit of study. When proficiency is not reached, students are provided further instruction online and through aligned teacher-driven lessons. *If a student places within the foundational zone in the area of Word Study and/or Comprehension, the student will be administered the	Students in grades 6-8 who score a 3 or higher on the quarter 1 District Benchmark assessment and show proficiency on the F.A.S.T. State Assessment/progress monitoring tool, may be considered for dismissal from Tier 2 interventions.	Students in grades 6-8 who do not score a 3 or higher on the quarter 1 District Benchmark assessment and do not show proficiency on the F.A.S.T. State Assessment/progress monitoring tool continue to receive Tier 2 interventions throughout the year.	Students who place in the foundational zone for Word Study and/or Comprehension within the Lexia PowerUp program and place in the SIPPS program based on a placement assessment will receive Tier 3 interventions.

	SIPPS placement assessment. If the results of the assessment determines that a student does not place with the SIPPs program, the student will receive Tier 2 interventions mentioned above. F.A.S.T. State Assessment/progress monitoring tool to be administered 3x per year.			
Number of times per week intervention provided	Duration of program usage is based on placement within program. Small group sessions, minimum of 3 days per week.	***Number of minutes per intervention session***		Duration of program usage is based on placement within the program. Small group sessions, minimum of 3 days per week.
What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction, provided to in-person students? Provided to distance learning students? District staff, administrators and teachers review data collected and meet to discuss student performance, areas of strength and areas to strengthen. Support staff, literacy coaches and district specialists provide support to teachers through one-on-one, small group and whole group learning communities.				
Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence. The Lexia PowerUp Literacy program was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The evaluation of PowerUp is a gold standard randomized control trial that meets ESSA's standards for STRONG research. https://charts.intensiveintervention.org/intervention/toolGRP/259b58d5fcc45338				
How are Tier 2 interventions provided to students who receive interventions through distance learning? All Tier 2 intervention students have access to Lexia PowerUp digitally, as it is an online program provided for students through the District dashboard. Students and teachers track progress through the product dashboard.				

IF:	**Student meets the following criteria at beginning of school year:** A student with history of scoring below Level 3 on the FSA assessment and are significantly below grade level will receive Tier 3 interventions using Lexia PowerUp and SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words) in addition to being placed in a regular Language Arts or English course.
THEN:	**TIER 1 instruction, TIER 2 interventions, and TIER 3 intensive interventions**

TIER 1 instruction, TIER 2 interventions, and TIER 3 Intensive Interven

Immediate, intensive intervention:

- *is targeted instruction based on student need;*
- *provides small group or one-on-one instruction;*
- *includes accommodations (IEP, ESOL, or 504);*
- *includes more frequent progress monitoring than Tier 1 instruction and Tier 2 interventions; and*
- *ensures additional **time allotted is in addition** to core instruction and Tier 2 interventions.*

Tier 3 Programs/Materials/Strategies & Duration	***Tier 3 Progress Monitoring***		
	Assessment & Frequency	***Performance Criteria to remove Tier 3 and continue Tier 2 interventions in addition to Tier 1 instruction***	***Performance Criteria that prompts the changes to Tier 3 interventions***
Lexia PowerUp individualizes instruction based on a student placement assessment. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. Duration of program usage is based on placement within program. **SIPPS (grades 6-8)** Systematic Instruction in Phonological Awareness, Phonics and Sight Words, through small group instruction ***Achieve3000** (used with ELL students who score level 1 or 2 on overall proficiency on ACCESS 2.0)	Students take an initial placement assessment in 3 strands: Word Study, Grammar, and Comprehension. When placed, students at this level begin working within the foundational zone in the area of Word Study and/or Comprehension. Students are assessed in each area and must perform at a proficient level before they can move on to the next unit of study. Students will also be assessed using the SIPPS Placement tool to determine if interventions should include SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words) foundational support. Students who place within the SIPPS program will be assessed using mastery tests for progress monitoring. Mastery tests are given individually and occur after every 5 lessons. When a student passes the mastery assessment at 80% or higher, the student moves on to the next group of lessons. *Students who do not place in the SIPPS program based on results from	Students who achieve mastery on skills and are able to complete the SIPPS program should be considered for dismissal from Tier 3 interventions but will still receive Tier 2 interventions through Lexia PowerUp. F.A.S.T. State Assessment/progress monitoring tool.	When students are not responding to the intervention and are not making progress towards the desired goal, opportunities for reteaching should occur or pacing should be adjusted. F.A.S.T. State Assessment/progress monitoring tool.

	the placement test will not be eligible for Tier 3 interventions. F.A.S.T. state assessment/progress monitoring tool to be administered 3x per year.		

All Tier 3 Interventions must be provided by a teacher who is certified in reading or has the reading endorsement.

Number of times per week intervention provided	Duration of Lexia program usage is based on placement within program. SIPPS - minimum of 20 minutes per day.	***Number of minutes per intervention session***	Duration of Lexia program usage is based on placement within program. SIPPS - minimum of 20 minutes per day.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 intervention, including alignment with core curriculum and instruction, provided to in-person students? Provided to distance learning students?
District staff, administrators and teachers review data collected and meet to discuss student performance, areas of strength and areas to strengthen. Support staff, literacy coaches and district specialists provide support to teachers through one-on-one, small group and whole group learning communities.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.
The **Lexia PowerUp** Literacy program was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The evaluation of PowerUp is a gold standard randomized control trial that meets ESSA's standards for STRONG research. https://charts.intensiveintervention.org/intervention/toolGRP/259b58d5fcc45338

SIPPS: https://www.collaborativeclassroom.org/programs/sipps/ *SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words)* is a research-based foundational skills program proven to help both new and struggling readers in grades K–12, including English Language Learners (ELLs) and students identified with dyslexia. The program's systematic scope and sequence provides a structured-literacy approach to instruction through explicit routines focused on phonological awareness, spelling-sounds, and sight words. When used as Tier 3, *SIPPS* accelerates progress so that students are able to efficiently close the gap and engage in grade-level reading.

How are Tier 3 interventions provided to students who receive interventions through distance learning? All Tier 3 students have access to the Reading Plus program, as it is an online program provided for students through the District dashboard. Students and teachers track progress through the Reading Plus dashboard. Teachers provide small group interventions of no more than 3 students through video conferencing.

Assessment/Curriculum Decision Tree

Grade Level(s): 9-12

IF:	**Student meets the following criteria at beginning of school year:** All students are placed in a regular, honors, or advanced English course to meet the ELA requirement and receive Tier 1 instruction.
THEN:	**TIER 1 Only**

Initial instruction:

- *is standards-aligned;*
- *builds background and content knowledge;*
- *provides print-rich, systematic, scaffolded, and differentiated instruction;*
- *incorporates writing in response to reading;*
- *includes accommodations (IEP, ESOL, or 504);*
- *incorporates the principles of Universal Design for Learning; and*
- *includes specially designed instruction for students with disabilities.*

Core Curriculum

Please indicate your core curriculum and how its use by the students served is supported by strong evidence, moderate evidence, or promising evidence.

McGraw Hill's Florida **StudySync** program is supported by Tier III promising evidence under ESSA guidelines based on analysis of the results of scientific studies in multiple implementation settings using prior editions. We have confidence in the positive impact that StudySync can have on students because we have documented its effectiveness with different students in different states, and on different outcomes. Please review summary of the existing research evidence which supports the effectiveness of StudySync and validates this rating:

- Results of a 2019 study revealed positive outcomes for StudySync users in a Wisconsin high school on the ACT Aspire, ACT, and STAR assessments. Specifically, 9th graders using StudySync performed significantly better on the Reading and Composite portions of the ACT Aspire than the published norm comparisons. Similarly, nearly two-thirds of 10th graders met ACT Aspire growth benchmarks for English and Composite after using StudySync for one school year. About three-fourths of 11th graders exhibited average or above average growth on the ACT during the year they used StudySync based on their prior year ACT Aspire results. Additionally, higher percentages of 9th and 10th graders met the STAR Assessment's spring benchmarks while using StudySync than in the two years prior to adopting StudySync. Finally, during the year in which StudySync was implemented 10th graders, on average, exceeded their expected growth score on the STAR Assessment by more than two and a half times (42 units expected vs. 119 units actual growth). Based on the use of norm comparisons and the presence of positive findings we believe that this study meets the criteria for ESSA Tier 3, or "Promising" evidence.

https://www.mheducation.com/prek-12/program/microsites/MKTSP-ROA01M0/research-success.html

Progress Monitoring		
Assessment & Frequency	***Performance Criteria that indicates Tier 1 is sufficient***	***Performance Criteria that prompts the addition of Tier 2 interventions***
F.A.S.T. State Assessment/progress monitoring tool to be administered 3x per year Quarter 1 District created benchmark assessments Teacher created assignments and assessments – ongoing	F.A.S.T. State Assessment/progress monitoring tool Quarter 1 District Benchmark Teacher Created assessments – average performance scores	Students not achieving a Level 3 or higher on District exams and/or not making progress based on the State Progress Monitoring Tool, or on teacher created assignments and assessments compared to their peers, will be given the opportunity for remediation with the teacher or co-teacher in a small group setting.
How is the effectiveness of Tier 1 instruction being monitored? Weekly administrative walkthroughs. Data will be collected from state progress monitoring tool and the quarterly benchmark assessments through School City and will be shared with administrators and teachers to monitor the effectiveness of instruction. Administrators and teachers will monitor teacher-based assignments and assessments through FOCUS platform.	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction provided to in-person students? Provided to distance learning students?*** Teachers are provided with targeted feedback based on administrative walkthroughs. District staff, administrators and teachers review data collected and meet to discuss student performance, areas of strength and areas to strengthen. Support staff, literacy coaches and district specialists provide support to teachers through one-on-one, small group and whole group learning communities.	
How is the effectiveness of Tier 1 curriculum being monitored? Weekly administrative walkthroughs Data will be collected from state progress monitoring tool and the quarterly benchmark assessments through School City and will be shared with Administrators and Teachers to monitor the effectiveness of curriculum. Administrators and teachers will monitor teacher-based assignments and assessments through FOCUS platform. Administrator and teacher feedback/input is considered for curriculum map updates.	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 curriculum? Provided to distance learning students?*** Teachers and students are provided with professional learning opportunities throughout the year based on data and feedback.	

IF:	**Student meets the following criteria at beginning of school year:** A student with a history of scoring below Level 3 on the FSA assessment will receive Tier 2 interventions using Lexia PowerUp.
THEN:	**TIER 1 instruction and TIER 2 interventions**

TIER 1 instruction and TIER 2 interventions

Interventions:

- *are standards-aligned;*
- *address gaps and reduce barriers to students' ability to meet Tier 1 expectations;*
- *provide systematic, explicit, and interactive small group instruction targeting foundational/barrier skills*
- *are matched to the needs of the students;*
- *provide multiple opportunities to practice the targeted skill(s) and receive feedback;*
- *occurs during time allotted in addition to core instruction; and*
- *includes accommodations (IEP, ESOL, or 504).*

TIER 2 Programs/Materials/Strategies & Duration	***TIER 2 Progress Monitoring***			
	Assessment & Frequency	***Performance Criteria to discontinue Tier 2 intervention***	***Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction***	***Performance Criteria that prompts the addition of Tier 3 interventions***
Lexia PowerUp individualizes instruction based on a student placement assessment. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. Duration of program usage is based on placement within program. *Achieve3000 (used with ELL students who score level 1 or 2 on overall proficiency on ACCESS 2.0)	Students take an initial placement assessment in 3 strands: Word Study, Grammar, and Comprehension. Students who place at the intermediate and/or advanced zone in the area of Word Study and/or Comprehension are assessed on each skill and must perform at a proficient level before they can move on to the next unit of study. When proficiency is not reached, students are provided further instruction online and through aligned teacher-driven lessons. F.A.S.T. State Assessment/progress monitoring tool to be administered 3x per year.	Students in grades 9-10 who score a 3 or higher on the quarter 1 District Benchmark assessment and show proficiency on the F.A.S.T. State Assessment/progress monitoring tool, may be considered for dismissal from Tier 2 interventions. Students in grades 11 – 12 who achieve a concordant score in Reading to meet graduation requirements may also be considered for dismissal from Tier 2 interventions.	Students in grades 6-8 who do not score a 3 or higher on the quarter 1 District Benchmark assessment and do not show proficiency on the F.A.S.T. State Assessment/progress monitoring tool continue to receive Tier 2 interventions throughout the year.	Students who place in the foundational zone for Word Study and/or Comprehension within the Lexia PowerUp program will receive Tier 3 interventions.

Number of times per week intervention provided	Duration of program usage is based on placement within program. Students not meeting proficiency on a skill will meet with teacher for a minimum of 3x per week on skills and strategies.	***Number of minutes per intervention session***	Duration of program usage is based on placement within program. Students not meeting proficiency on a skill will meet with teacher for a minimum of 3x per week on skills and strategies.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction, provided to in-person students? Provided to distance learning students? District staff, administrators and teachers review data collected and meet to discuss student performance, areas of strength and areas to strengthen. Support staff, literacy coaches and district specialists provide support to teachers through one-on-one, small group and whole group learning communities.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence. The **Lexia PowerUp** Literacy program was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The evaluation of PowerUp is a gold standard randomized control trial that meets ESSA's standards for STRONG research.

https://charts.intensiveintervention.org/intervention/toolGRP/259b58d5fcc45338

How are Tier 2 interventions provided to students who receive interventions through distance learning? All Tier 2 intervention students have access to Lexia PowerUp digitally, as it is an online program provided for students through the District dashboard. Students and teachers track progress through the product dashboard.

IF:	**Student meets the following criteria at beginning of school year:** A student with a history of scoring below Level 3 on the FSA assessment and are significantly below grade level will receive Tier 3 interventions using Lexia PowerUp in addition to being placed in a regular Language Arts or English course.
THEN:	**TIER 1 instruction, TIER 2 interventions, and TIER 3 intensive interventions**

Immediate, intensive intervention:

- *is targeted instruction based on student need;*
- *provides small group or one-on-one instruction;*
- *includes accommodations (IEP, ESOL, or 504);*
- *includes more frequent progress monitoring than Tier 1 instruction and Tier 2 interventions; and*
- *ensures additional **time allotted is in addition** to core instruction and Tier 2 interventions.*

Tier 3 Programs/Materials/Strategies & Duration	***Tier 3 Progress Monitoring***		
	Assessment & Frequency	***Performance Criteria to remove Tier 3 and continue Tier 2 interventions in addition to Tier 1 instruction***	***Performance Criteria that prompts the changes to Tier 3 interventions***
Lexia PowerUp individualizes instruction based on a student placement assessment. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. Duration of program usage is based on placement within program. ***Achieve3000** (used with ELL students who score level 1 or 2 on overall proficiency on ACCESS 2.0)	Students take an initial placement assessment in 3 strands: Word Study, Grammar, and Comprehension. When placed, students at this level begin working within the foundational zone in the area of Word Study and/or Comprehension. Students are assessed on each skill and must perform at a proficient level before they can move on to the next unit of study (computer generated). Teachers will work with students in a small group or one-on-one setting using targeted materials (Lexia Lessons) to address specific literacy skills based on student online performance. F.A.S.T. State Assessment/progress monitoring tool to be administered 3x per year.	Students who achieve proficiency on foundational skills should be considered for dismissal from Tier 3 interventions but will still receive Tier 2 interventions. F.A.S.T. state assessment/progress monitoring tool	When students are not responding to the intervention and are not making progress towards the desired goal, the intervention should be adjusted. F.A.S.T. state assessment/progress monitoring tool

All Tier 3 Interventions must be provided by a teacher who is certified in reading or has the reading endorsement.

Number of times per week intervention provided	Duration of program usage is based on	***Number of minutes per intervention session***	Duration of program usage is based on placement within program.

		placement within program. Small group or one-on-one sessions 2 days per week, in addition to Tier 2 (3 days per week).		Small group or one-on-one sessions 2 days per week, in addition to Tier 2 (3 days per week).

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 intervention, including alignment with core curriculum and instruction, provided to in-person students? Provided to distance learning students?
District staff, administrators and teachers review data collected and meet to discuss student performance, areas of strength and areas to strengthen. Support staff, literacy coaches and district specialists provide support to teachers through one-on-one, small group and whole group learning communities.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence. **Reading Plus**
The **Lexia PowerUp** Literacy program was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The evaluation of PowerUp is a gold standard randomized control trial that meets ESSA's standards for STRONG research.

https://charts.intensiveintervention.org/intervention/toolGRP/259b58d5fcc45338

How are Tier 3 interventions provided to students who receive interventions through distance learning? All Tier 3 students have access to the Lexia PowerUp program, as it is an online program provided for students through the District dashboard. Students and teachers track progress through the Lexia PowerUp dashboard. Teachers provide small group interventions of no more than 3 students through video conferencing.

SCHOOL DISTRICT OF MANATEE COUNTY

Dear Parents,

The FLDOE State Board of Education has mandated instruction related to health education of district students across all grade levels. Florida Statute 1003.42(n) outlines required instruction related to family life, dating violence, and reproductive health education including a focus on abstinence and pregnancy prevention that must be taught across grade levels. This mandate will be satisfied through instruction to students in grades K-12 and will address age-appropriate elements of effective and evidence-based programs. Each student will receive age-appropriate skill-building instruction. Instructional materials can be found on the School District of Manatee County's webpage.

These instructional topics will include the following:

5th Grade	**7th/8th Grade Science**	**HS Science or HOPE**
Personal health and puberty	healthy communication for risk reduction, impact of social media on relationships, puberty, reproductive systems, & the benefits of abstinence, teen dating violence	Healthy/unhealthy relationships, pregnancy prevention, abstinence, relationship abuse, how to identify and respond, & resources for teens.

It is understood that permission has been granted for your child to participate in the program with the following understandings (unless you decide to OPT-OUT your child by signing and returning the slip below):

- I understand that my child will be participating in a thorough comprehensive curriculum that teaches them about human development, reproduction, and healthy relationships (Grades 7-12).
- I understand that my child will develop skills of respect and appreciation for themselves, their families, and all people.

If you **DO NOT** want your son/daughter to participate in this program, please sign the form below and return it to your child's science teacher.

OPT-OUT SLIP

Please return this form to your child's science teacher ONLY if you do NOT want your child to participate in the health education lessons.

I have read the above letter, and I do NOT want my child to participate in this program.

NOTE: (There is no penalty to your child for not attending this health lesson. Provisions will be made for your child to attend another class during these lessons.)

Student's Name:

Parent/Guardian Signature:

X_____

Health Education Instructional Resources

Health Education Component Area	Description	Educator Resources
Community Health	Focuses on individual responsibility; healthy work, school and community environments; community health resources and facilities; community and state agencies; health service careers; safety hazards; community laws and policies related to health issues; data and trends regarding health issues; social marketing and norming; emergency/crisis response plans; community involvement; current issues; trends in medical care; community health planning; private resources (hospitals, clinics and insurance companies); and volunteer resources and organizations (i.e. American Red Cross, American Cancer Society).	Every Kid Healthy™ Week Helping Children and Adolescents Cope with Violence and Disasters: What Community Members Can Do CDC Healthy Living Children's Disaster Preparedness
Consumer Health	Focuses on being wise consumers of health information, products and services, including understanding the influences of advertising, media and technology; being able to evaluate and make selection and purchasing decisions about health-related products and medical services; consumer protection laws (product labeling); consumer protection agencies; health agencies and organizations; health insurance; quackery; reliable health products and services; and knowing what is available and how to be an educated consumer.	Food Labels and Nutrition Lessons (grades 6/7) CDC Food Safety Food Safety 101 (grades 5/6)

Environmental Health	Focuses on causes, prevention and control of environmental pollution, including air, water, soil, radiation, noise and solid waste (recycle, reuse and reduce); effects of environment on health (includes understanding the causes of negative environmental factors and their effects on human health); environmental protection agencies; population growth; worldwide health; and individual and group responsibilities in helping to promote a healthy environment locally and worldwide	EPA Healthy Schools, Healthy Kids Asthma Awareness in Schools CDC Healthy Living Manatee County Garbage and Recycling
Family Life	Focuses on roles and responsibilities; marriage; divorce; abstinence; parenting; building family relationships; child abuse and neglect; the family life cycle; family planning; heredity; and communication skills (verbal, nonverbal and listening).	Puberty Video for Girls (5th Grade) Puberty Video for Boys (5th Grade) Reproduction Basics ppt (8th grade) Positive Parenting Practices Promoting Health Among Teens: Abstinence-Only (Video)
Injury Prevention/Safety	Focuses on attitudes toward safety; causes of accidents; home and school safely; highway safety, including pedestrian, auto, bicycle, recreation vehicle and school bus; natural and weather related disasters; safety practices that reduce risks of unintentional injuries (e.g., fire, bike, home, weapon and babysitting safety); survival skills; environmental hazards; personal safety precautions, including assault and child abuse and neglect prevention; violence prevention; bullying prevention; internet safety; dating violence; first aid/CPR/AED and emergency health care procedures to follow in case of an injury, health problem, disaster or violence; resources and agencies; safety rules and laws; and intentional injury.	Student CPR training Video (grades 7-12) CPALMS Lesson Plan Heart Rate Activity: Body Positions and Physical Activity (grades 7-12) CDC Restrain Yourself Podcast (grades 9-12) CDC Injury Prevention & Control (grades 5-12)

Internet Safety	Focuses on the knowledge of maximizing the personal safety and security risks while using the internet and the self-protection from computer crime and predators.	Naming in a Digital World: Creating a Safe Persona on the Internet (Grades 9-12 lesson) Media Safety ppt for grades (Grades 7-12) NetSmartz Workshop Cloud Game (Grades 5-8) Child Human Trafficking FLDOE (info for teachers)
Nutrition	Focuses on the importance of a balanced diet, how food provides energy and nutrients to the body; additives; activity and weight management (energy in/energy out); recommended U.S. dietary guidelines; MyPlate; healthy food choices; reading and understanding food labels (selecting foods low in cholesterol, fat, sugar, salt); safe food preparation and storage; and world food supply.	CDC Eat Well Podcast Eating Disorders Awareness FSU Healthy *Me* Florida Nutrition Facts School Lunch Lesson Plan (grade 8) Tips for Teachers: Promoting Physical Activity and Healthy Eating

Personal Health	Focuses on personal fitness and lifetime activities; cardiovascular health; personal hygiene (including oral health); vision and hearing; positive health habits and choices (sleep, rest, relaxation, recreation); aging; personal wellness plans; growth and development; and care of human body systems and functions.	Childhood Obesity Facts (Grades 5-12) Dental Health (Grades 5-12) Growth and Development for Teens (Grades 8-12) Growth and Development for Kids (Grades 5-7) Head Lice Treatment Video (Grades 5-6)
Prevention/Control of Disease	Focuses on causes, transmission, prevention, early detection, and treatment of chronic and communicable and non-communicable diseases and disorders, including allergies, asthma, diabetes, cancer, cold and flu, and HIV/AIDS; sexually transmitted diseases/infections; immunizations and vaccines; lifestyles and diseases; eating disorders; community efforts; genetic disorders; neurological diseases; and medical care services.	How HIV is transmitted ppt (Grades 7/8) Risk Behaviors can lead to HIV, STDs & Teen Pregnancy Prevention (grades 7-12) Eating Disorder Awareness

Substance Use/Abuse	Focuses on the use and misuse of alcohol, tobacco, marijuana and inhalants, prescription and over- the-counter drugs and other illegal drugs (cocaine, methamphetamine, LSD, heroin, etc.); the classification and effects those substances have on the body; addiction; the health problems associated with drug dependence, including formation of habits and their influence; positive decision-making; and individual responsibility. It also includes effects on family members; family roles; risk behavior reduction; refusal and coping skills; societal and legal issues, including consequences; impact of media messages; and community resources.	Alcohol and public health (for teachers) CDC Don't Drink and Drive Podcast (Grades 9-12) Kids Health: Vaping (grades 6-12) Manatee County Drug & Alcohol Information (for teachers)
Teen Dating Violence (grades 7-12 only)	Focuses on the pattern of behavior that includes physical, emotional, verbal or sexual abuse used by one person in an intimate relationship to exert power and control over another. TDV is generally defined as occurring among individuals between the ages of 13-19 years old.	Teen Dating Violence ppt (Grades 7/8) Teen Dating Violence ppt (high school) Fast Facts: Preventing Teen Dating Violence (Grades 7-12) Teen Dating Violence Prevention (for teachers)

Special Circumstances:

- The title page date was changed to 2022-2023.
- The header and footer were changed to reflect the new school year and include chapter headings.
- Several edits are included throughout the document that reflect simple grammatical and typographical changes as well as pagination and spacing. These do not affect the meaning or intent of the content in any way.
- Several outlining edits were made, such as adding roman numerals to level 2 headings, and other edits throughout the document.
- Rationale for any policy changes will be stated; otherwise changes are simply formatting, grammatical, or to clarify language.
- There are edits throughout the document that clarify language and do not alter the intent of the policy or content in anyway. Only those things that revise policy will be included in the tabled titled "Proposed Changes Pursuant to Policies and Procedures".

Proposed Changes Pursuant to Legislative Requirements		
Section/Page	**Change**	**Rationale**
p. 11 General Information **Reporting and Notification** **Annual Reporting**	**Removed requirement for newspaper ad due a change in legislative language**: Each district must annually publish and report in writing to the State Board of Education by September 1 of each year the following information on the prior school year:	CS/SB 1048 – Student Assessments Implementation of ELA grades 3-10 and mathematics grades 3-8 assessments and progress monitoring beginning in the 2022-2023 school year.
p. 12 General Information **Participation in District and Statewide Assessments**	**Last sentence removed:** ~~STAR Early Literacy Assessment is administered to each kindergarten student within the first 30 school days of the year.~~	CS/SB 1048 – Student Assessments Implementation of ELA grades 3-10 and mathematics grades 3-8 assessments and progress monitoring beginning in the 2022-2023 school year.

p. 12 General Information **Reporting to Parents**	**Added language:** The district will provide student's results on state assessments and district-required local assessments to the student and his/her parent within 1 week of those results being received by the district.	CS/SB 1048 – Student Assessments Implementation of ELA grades 3-10 and mathematics grades 3-8 assessments and progress monitoring beginning in the 2022-2023 school year.
p. 20 General Information	**Revised per new legislation:** Civic and Character Education Civic and character education is required on the qualities and responsibilities of patriotism and citizenship, including kindness, respect for authority, life, liberty, and personal property; honesty; charity; racial, ethnic, and religious tolerance; and cooperation and for grades 11 and 12 voting using the uniform primary and general election ballot described in s. 101.151 (9).	CS/HB 7 – Individual Freedom – Civil Rights in Employment and K-20 Education
p. 21 General Information	Victims of Communism Day – the SDMC will observe November 7 as Victims of Communism Day honoring the 100 million people who fell victum to communist regimes across the world.	CB/HB 395 – Victims of Communism Day

Proposed Changes to General (K-12) Section		
Section/Page	**Change**	**Rationale**
p. 13 General Information **The Report Card**	**Revised language:** The student's citizenship and behavior. Student's citizenship marks are "E, S, N, U (E-Excellent, S-Satisfactory, N-Needs Improvement, U-Unsatisfactory) for kindergarten and first grade. E, S, I, N, U (E-Excellent, S- Satisfactory, I-Improving, N-Needs Improvement, U-Unsatisfactory) for second through fifth grades. Secondary marks are 1, 2, 3, or 4 (1-Excellent, 2-Satisfactory, 3-Needs Improvement, 4-Unsatisfactory); and	Revised language to update Report Card procedure for grade 1.
p. 15 General Information **Teacher Expectations**	**Revised language:** Teachers will monitor completion of homework and provide appropriate, graded feedback in a timely manner to students. Teachers should collaborate, whenever possible, to ensure that the amount of the homework assigned to any one student is not excessive.	This language was revised based on feedback.
p. 16 General Information **General Curriculum**	**Revised language:** **Revised language:** Intervention, Remediation and Progress Monitoring Students must participate in Florida's statewide assessments and progress monitoring. Each student who scores below Level 3 in reading or mathematics must be provided with additional diagnostic assessments to determine the nature of the student's difficulty, the areas of academic need, and strategies for appropriate instruction and	CS/SB 1048 – Student Assessments Implementation of ELA grades 3-10 and mathematics grades 3-8 assessments and progress monitoring beginning in the 2022-2023 school year.

	intervention using the problem-solving process within the MTSS framework.	
p. 17 General Information **General Curriculum**	In addition to an intervention plan, which includes progress monitoring, 3rd- 10th grade students, performing at Level 1 or Level 2 on required state assessments must receive intensified support the following year.	CS/SB 1048 – Student Assessments Implementation of ELA grades 3-10 and mathematics grades 3-8 assessments and progress monitoring beginning in the 2022-2023 school year.
p. 20 General Information	**Revised per new legislation:** Civic and Character Education Civic and character education is required on the qualities and responsibilities of patriotism and citizenship, including kindness, respect for authority, life, liberty, and personal property; honesty; charity; racial, ethnic, and religious tolerance; and cooperation and for grades 11 and 12 voting using the uniform primary and general election ballot described in s. 101.151 (9).	CS/HB 7 – Individual Freedom – Civil Rights in Employment and K-20 Education
Appendix C	**Health Education Instruction Materials** A table of required instruction elements to meet the requirements of 1003.42, Health Education.	Aligned with language in 1003.42.

Proposed Changes to Elementary Section		
Section/Page	**Change**	**Rationale**
p. 22 Elementary **Program of Studies**	**Removed unnecessary language:** All students will receive instruction in English Language Arts (ELA), mathematics, science, social studies, the arts, health and physical education aligned with state standards. Students and families must be notified at the beginning of each year as to how their grades in each core academic area will be determined.	Removed unnecessary language
p. 23 Elementary **Program of Studies**	**Revised per legislation:** Health Education Comprehensive health education addresses 14 component areas under Florida State Statute 1003.42 (2)(n) - Required Instruction Grades K-12 • Community health • Consumer health • Environmental health • Family life • Injury prevention and safety • Internet safety • Nutrition • Personal health • Prevention and control of disease • Substance use and abuse A link to access and review the instructional materials used to teach the curriculum will be included on the district's website homepage. The process to opt out of health instruction will also be posted on the district's website homepage. Additionally, the opt out form can be	Aligned with language in 1003.42.

	found in the SPP, Appendix C.	
p. 26 Elementary **Promotion and Good Cause Placements**	**Revise language to remove Florida standards:** All decisions pertaining to the promotion or retention of students will be communicated to parents and made under the authority of the School District of Manatee County in accordance with Florida statute. A student in K-2 or 4-5 is promoted if the student demonstrates mastery of the currently adopted state standards in core academic subject areas. In accordance with state statute, K -5th grade students are mandated to participate in required state-approved assessments. Grade 3 students must score a Level 2 or higher on the English Language Arts statewide, standardized assessment for promotion to grade 4. A student may not be retained more than once in grade 3.	CS/SB 1048 – Student Assessments Implementation of ELA grades 3-10 and mathematics grades 3-8 assessments and progress monitoring beginning in the 2022-2023 school year.
p. 27 Elementary **Promotion and Good Cause Placements**	**Updated language to match legislation:** Good Cause "3" – Students who demonstrate an acceptable level of performance on an alternative standardized reading assessment that has been approved by the Department of Education, administered after the required grade 3 statewide standardized English Language Arts assessment under Section 1008.22, F.S. The required percentile passing score for each approved alternative standardized reading assessment will be determined by the Department of Education.	CS/SB 1048 – Student Assessments Implementation of ELA grades 3-10 and mathematics grades 3-8 assessments and progress monitoring beginning in the 2022-2023 school year.
p. 30 Elementary **Intensive Intervention**	**Added in clarification on availability of FLDOE resources:** The parents can use through a read-at-home plan, including electronic	To aligned with updated FLDOE language.

	resources compiled by the Department of Education, to help their child succeed in reading	
p. 30 Elementary **Intensive Intervention**	**Added in clarification on availability of FLDOE resources** After initial notification, the school shall apprise the parent at least monthly of the student's progress in response to the intensive interventions and supports. Such communications must be in writing and must explain any additional interventions or supports that will be implemented to accelerate the student's progress if the interventions and supports already being implemented have not resulted in improvement.	To aligned with updated FLDOE language.
p. 31 Elementary **Good Cause Placements**	**Added in language of required support for grade 4 Good Cause Exemptions:** Services for Students Promoted to Grade 4 with a Good Cause Exemption Each student who does not achieve a Level 3 or above on the statewide, standardized English Language Arts assessment, or the statewide, standardized Mathematics assessment must be evaluated to determine the nature of the student's difficulty, the areas of academic need, and strategies for providing academic supports to improve the student's performance. A student who is not meeting the school district or state requirements for satisfactory performance in English Language Arts and mathematics must be covered by one of the following: 1. A federally required student plan such as an individual education plan; 2. A schoolwide system of progress monitoring for all students, except a student who scores Level 4 or above on the English Language Arts and	To align with FLDOE language and the SDMC Comprehensive Education Reading Plan

	mathematics assessments may be exempted from participation by the principal; or 3. An individualized progress monitoring plan.	

Proposed Changes to Middle School Section		
Section/Page	**Change**	**Rationale**
p. 35 Middle School **Program of Studies**	**Revised per legislation:** Health Education Comprehensive health education addresses 14 component areas under Florida State Statute 1003.42 (2)(n) - Required Instruction Grades K-12 • Community health • Consumer health • Environmental health • Family life • Injury prevention and safety • Internet safety • Nutrition • Personal health • Prevention and control of disease • Substance use and abuse • Prevention of child sexual abuse, exploitation, and human trafficking For students in grades 7 through 12, shall include a teen dating violence and abuse. This component must include that includes, but is not be limited to, the definition of dating violence and abuse, the warning signs	Aligned with 1003.42.

	of dating violence and abusive behavior, the characteristics of healthy relationships, measures to prevent and stop dating violence and abuse, and community resources available to victims of dating violence and abuse. For students in grades 6 through 12, shall include an awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy. Life Skills Life skills that build confidence, support mental and emotional health, and enable students to overcome challenges, including: • a. Self-awareness and self-management. • b. Responsible decision making. • c. Resiliency. • d. Relationship skills and conflict resolution. • e. Understanding and respecting other viewpoints and backgrounds. A link to access and review the instructional materials used to teach the curriculum will be included on the district's website. The process to request an exemption will also be posted on the district's website. Appendix C contains the Parent Opt Out form for Health Education.	
p. 39 Middle School **Grading Scale**	**Clarity:** Progress reports are posted mid-way through each quarter…	Language was changed to reflect better how the progress reports are posted.
p. 44 Middle School	**Clarity:** Career & Technical Courses: a. CTE teacher, counselor, and/or administrator recommendation:	Language was changed to reflect all prerequisite courses

Enrollment in High School Credit Courses	and The student must have earned a 3.0 grade point average in the previous year'scourse within the same or similar curricular area**.**	that can be taken by a student to qualify for the CTE course.
p. 45 Middle School **Grading Scale**	**Updated language to match legislation:** End-of-Course Assessment Waiver A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for who the IEP committee determines that an end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end-of-course assessment results waived for the purpose of determining the student's course grade and credit as required. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An individual IEP team will examine all information for each ESE student, and then make a determination regarding the potential for the results of the EOC to be waived. Any waiver of the statewide, standardized assessment requirements by individual education plan team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent. Semester grades for students using an End-of-Course Waiver will be averaged as follows: Semester 1: Quarter 1=50% and Quarter 2 =50% Semester 2: Quarter 3 =50% and Quarter 4 =50%.	Added this language to outline grading requirements when a student qualifies and uses an EOC assessment waiver.
p. 48 Middle School **Grade Forgiveness Policy**	**Align with new FLDOE language:** Credit recovery courses are credit-bearing courses with specific content requirements defined by state adopted standards.	Changed wording to reflect new state assessments.

Proposed Changes to High School Section		
Section/Page	**Change**	**Rationale**
p. 52 High School **Grading Scale**	**Updated language to match legislation:** End-of-Course Assessment Waiver A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for who the IEP committee determines that an end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end-of-course assessment results waived for the purpose of determining the student's course grade and credit as required. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An individual IEP team will examine all information for each ESE student, and then make a determination regarding the potential for the results of the EOC to be waived. Any waiver of the statewide, standardized assessment requirements by individual education plan team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent. Semester grades for students using an End-of-Course Waiver will be averaged as follows: Semester 1: Quarter 1=50% and Quarter 2 =50% Semester 2: Quarter 3 =50% and Quarter 4 =50%.	Added this language to outline grading requirements when a student qualifies and uses an EOC assessment waiver.
p. 53 High School **Class Rank**	**Added language:** Class rank is determined by a student's cohort, which is defined by the year that the student enters 9th grade.	Per FLDOE, class rank is determined by a student's cohort, which is defined by the year that a student enters 9th grade.
p. 53 High School **Class Rank**	**Removed outdated language.**	The language is no longer needed for the 2022-2023 SPP.

p. 54 High School **Class Rank**	**Updated language:** Class rank will be determined based on courses for which credit and grades are awarded toward a Standard Diploma. Students earning a Access Points Pathway Standard Diploma , Hospital Homebound students, and Home Education students will not be included in the class ranking. A student's rank in class will be determined by using the cumulative weighted grade point average.	Updated language as a Special Diploma is not a diploma option for the class of 2023.
p. 54 High School **Class Rank**	**Removed outdated language:** ~~139. For courses taken prior to the 2016-2017 school year, the grade weighting scale is as follows:~~ ~~Unweighted Grade Points~~ / ~~Weighted Grade Points~~ ~~A = 4~~ / ~~A = 5~~ ~~B = 3~~ / ~~B = 4~~ ~~C = 2~~ / ~~C = 3~~ ~~D = 1~~ / ~~D = 2~~	Removed this table as the graduation class will not have taken any courses prior to 2017.
p. 56 High School **Grade Forgiveness**	**Removed outdated language:** Agriscience 8106810	Corrected the course code for Agriscience Foundations.
p. 58 High School **Acceleration and Enrichment**	**Updated language:** A student shall have a 3.0 grade point average and have earned a level 3 or higher on the FSA, passed a nationally-normed standardized test, or earned the required comparative/concordant score within the last two years to be eligible to participate in AP, IB, or AICE, or at the discretion of the principal.	Changed language to offer greater flexibility in scheduling.

p. 60 High School **Early High School Graduation**	**Updated language:** Early high school graduation is an option if a student has completed a minimum of 24 credits and meets all graduation requirements in less than 8 semesters or meets the 18 credit ACCEL Diploma Option. A student who graduates early may continue to participate in school activities and social events and attend and participate in graduation events with the student's cohort as if the student were still enrolled in high school. A student who graduates early will be included in class ranking, honors, and award determinations for the student's cohort. A student who graduates early must comply with district school board rules and policies regarding access to the school facilities and grounds during normal operating hours. Cohort is defined by the FLDOE as when the student enters 9th grade (1003.4281).	Altered the language to include the ACCEL Diploma option and to define cohort based off 1003.4281.
p. 65 High School **Credit Acceleration Program (CAP)**	**Aligned language with language from the FLDOE:** If a student earns course credit without enrollment in a course via the CAP, a grade of "T" is recorded on the transcript in the Grade column.	Altered the language to align with state language regarding the Credit Acceleration Program
p. 72 High School **U.S. Government**	**Added in additional language:** The Lou Frey Institute has created a supplemental resource guide and a practice examination for the FCLE. This has been approved by FDOE and is now available here: https://www.fldoe.org/accountability/assessments/k-12-student-assessment/fcle.stml.	Included additional information regarding the FCLE.

p. 72 High School **Comprehensive Health Education**	**Revised language:** Comprehensive health education addresses 14 component areas under Florida State Comprehensive health education addresses 14 component areas under Florida State Statute 1003.42 (2)(n) - Required Instruction Grades K-12 • Community health • Consumer health • Environmental health • Family life • Injury prevention and safety • Internet safety • Nutrition • Personal health • Prevention and control of disease • Substance use and abuse • Prevention of child sexual abuse, exploitation, and human trafficking For students in grades 7 through 12, shall include a teen dating violence and abuse. This component must include that includes, but is not be limited to, the definition of dating violence and abuse, the warning signs of dating violence and abusive behavior, the characteristics of healthy relationships, measures to prevent and stop dating violence and abuse, and community resources available to victims of dating violence and abuse. For students in grades 6 through 12, shall include an awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy.	To align with state statute.

	Life Skills Life skills that build confidence, support mental and emotional health, and enable students to overcome challenges, including: • a. Self-awareness and self-management. • b. Responsible decision making. • c. Resiliency. • d. Relationship skills and conflict resolution. • e. Understanding and respecting other viewpoints and backgrounds. A link to access and review the instructional materials used to teach the curriculum will be included on the district's website. The process to request an exemption will also be posted on the district's website..Appendix C contains the Parent Opt Out form for Health Education.	
p. 75 High School **Assessment Requirements**	**Added language:** Civics: Beginning with the 2021-2022 school year, students taking U.S. Government are required to take the assessment of civic literacy identified by the State Board of Education pursuant to s. 1007.25 (4). Students earning a passing score on this assessment are exempt from the postsecondary civic literacy assessment required by s. 1007.25 (4).	Added in language recognizing 1007.25, the civic literacy assessment.
p. 87 High School **CTE Course Substitutions**	**Revised language:** or through core academic courses aligned with the general education curriculum standards.	Aligned language with the state statute.

Proposed Changes to Virtual School Section		
Section/Page	**Change**	**Rationale**
p. 91 Virtual Education	**Revised per FLVS memo:** Note: Per Florida Virtual memo of June 2011, public school students may only register for up to three FLVS courses at one time. • Full-time virtual education is available for home education and FLVS students. A student must be assigned to a FLVS teacher either before the school year begins or semester begins or within the first ten days of either semester to be able to withdraw from a SDMC face-to-face course.	Added language to better communicate to families the limit of FLVS courses a student may enroll in at one time, unless the student is a fulltime virtual student.

AGENDA ITEM NO. 7.2

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the 2022-2023 Student Progression Plan for Elementary School, Middle School, High School, and K-12 Virtual Education

Executive Summary
Each year the Florida Department of Education identifies elements required in the District Student Progression Plan. On July 27, 2021, the School Board approved the current Student Progression Plan, which includes the promotion and remediation criteria for students in grades K-12.

During the May 27, 2022 Board Workshop, Dr. Laurie Breslin, Executive Director of Curriculum and Professional Learning, provided an overview of the Student Progression Plan and the proposed changes for the 2022-2023 school year. On June 14, 2022, the Board approved advertising a Notice of Intent to Amend the Student Progression Policy and setting a Public Hearing on the Proposed Amendment at the Board Meeting scheduled for July 26, 2022. On June 16, 2022, the advertisement appeared in the Bradenton Herald, which assures compliance with the provision of section 120.54 (3) (a) 1, Florida Statutes. Since the Board Workshop, we received final notification of bills signed into law by the Governor. Any changes required based on the Governor's actions are included in the final draft and marked on the change summary.

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

Curriculum & Instruction | Goal 1
Review and revise the PreK-12 literacy continuum & Narrow the achievement gap by continuing to develop unique innovative initiatives that create well-rounded education for ALL students.

Recommendation
The Superintendent recommends approval of the 2022-2023 Student Progression Plan for Elementary School, Middle School, High School, and K-12 Virtual Education.

Financial Impact
There is no cost to the General Fund.

Contact
Submitting Department: Curriculum
Initiated By: Dr. Laurie Breslin

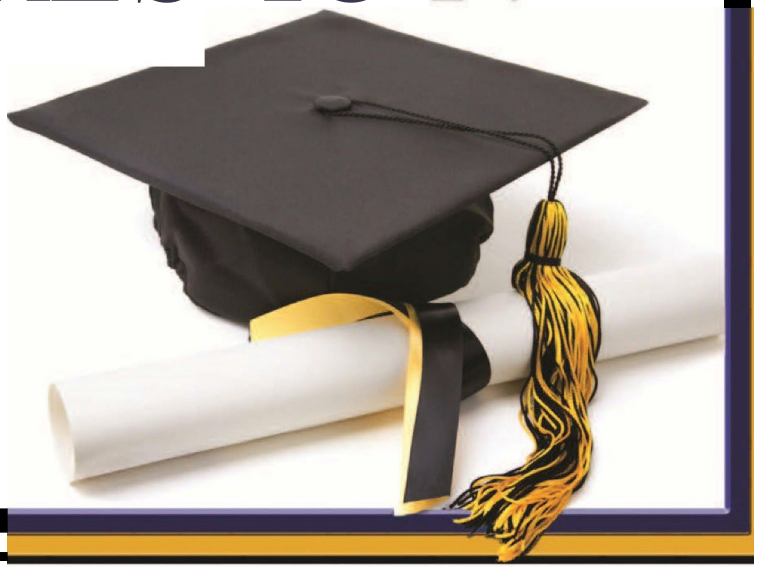
Attachments:
2022-2023 SPP Draft Redlined
2022-2023 SPP Change Summary

2022-2023

K-12



STUDENT PROGRESSION PLAN



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Student Progression Plan Notice

The School Board has the authority to adopt rules for implementing the student progression requirements for students in grades kindergarten through 12. The Student Progression Plan for Manatee County defines the criteria for graduation, participation in graduation, promotion, intensive remediation, course offerings, evaluating student performance, and reporting to students and parents. The Student Progression Plan for Manatee County has been developed based on Florida Statutes and current and local needs.

Changes may be made to the School District of Manatee County Student Progression Plan at any time pending new legislation or interpretation of legislation from the Florida Department of Education.

In the event of a situation which significantly alters the standard process for delivering education, such as natural disasters, pandemics, etc., the School District of Manatee County reserves the right to amend policies and procedures to allow for the continued education, articulation and graduation of students.

For purposes of this document, pursuant to Florida Statute, "Parent" is either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of the parent (FS 1000.21(5)).

For more information, see Florida Department of Education website – www.fldoe.org.

School District of Manatee County
215 Manatee Avenue West
Bradenton, Florida 34205
(941) 708-8770

Table of Contents

GENERAL INFORMATION (K-12), SECTION 4.9 11

I. Admission and Enrollment 11

A. First Enrollment 11

B. Entry from another Manatee County School 33

C. Entry from a Public or Private School Within Florida 44

D. Entry from Home Education 55

E. Over Age Students Who Interrupt Their Education 55

F. School Choice Options 66

G. Homeless Students 77

H. Transfer Students from Out of Country 99

I. State Uniform Transfer of Credit Guidelines for Middle School 99

J. State Uniform Transfer of Credit Guidelines for High School Credit Courses 1010

II. Withdrawals 1111

A. Withdrawal to a School Outside of the District 1111

B. Withdrawal to a School within the District 1111

III. Reporting and Notification 1111

A. Annual Reporting 1111

B. Allocation of Resources 1212

C. Participation in District and State Assessments 1212

D. Reporting to Parents 1212

E. Report Card 1212

F. Progress Reports 1313

IV. General Curriculum Information 151514

A. Curriculum Additions or Modifications 151514

B. District Homework Guidelines 151514

C. Multi-tiered System of Supports (MTSS) 151514

D. Intervention, Remediation and Progress Monitoring ..... 1616~~15~~
E. Career and Technical Education Course Offerings ..... 202~~019~~

ELEMENTARY SCHOOL EDUCATION (GRADES K-5), SECTION 4.9.1 ..... 222~~221~~

I. Program of Studies Grades K-5 ..... 222~~221~~

A. English Language Arts (ELA) ..... 232~~322~~
B. Physical Education (PE) and Recess ..... 232~~322~~
C. K-5 Academically Challenging Curriculum to Enhance Learning (ACCEL) ..... 242~~423~~

II. Promotion and Good Cause Placements ..... 252~~524~~

A. Promotion Requirements ..... 252~~524~~
B. Good Cause Criteria for K-2 ..... 262~~624~~
C. Good Cause Criteria for Grade 3 ..... 262~~625~~
D. Good Cause Criteria for Grades 4-5 ..... 292~~927~~
E. Summer School Promotion ..... 292~~927~~

III. Intensive Intervention ..... 292~~927~~

A. Parent Notification of a Reading Deficiency for Students Grades K-5 (F.S. 1008.25) 292~~927~~
B. Services for Students Retained in Grade 3 ..... 313~~128~~
C. Services for Students Promoted to Grade 4 with a Good Cause Exemption ..... 313~~129~~

MIDDLE SCHOOL EDUCATION (GRADES 6-8), SECTION 4.9.2 ..... 333~~330~~

I. Program of Studies Grades 6-8 ..... 333~~330~~

A. Course Offerings ..... 333~~330~~
B. Required Courses ..... 343~~431~~
C. Physical Education ..... 343~~431~~
D. Career Research Course ..... 353~~532~~
E. Required Remediation ..... 373~~633~~
F. Advancement Via Individual Determination (AVID) ..... 373~~733~~
G. Academically Challenging Curriculum to Enhance Learning (ACCEL) ..... 373~~733~~

II. Promotion and Retention ..... 383~~734~~

A. Promotion Requirements ..... 383~~734~~
B. Middle School Grading ..... 393~~835~~

III. Transfer Students ..... 414~~137~~

A. Transfer Grade Policy 4141137
B. Virtual School Transfers 4241138
IV. Course Acceleration and Enrichment 424238
A. High School Credit Courses Offered in Middle School 424238
B. District Criteria for Enrollment in High School Credit Courses 444339
C. Awarding Grades and Credits for High School Credit Courses in Middle School 454441
D. District Criteria for Enrollment in Advanced Middle School Courses 484743
E. Credit Acceleration Program (CAP) 484844
F. Grade Forgiveness Policy 494844
G. Alternative Education Programs and the Department of Juvenile Justice 494845
HIGH SCHOOL EDUCATION (GRADES 9-12), SECTION 4.9.3 505046
I. Program of Studies Grades 9-12 505046
II. Grades and Credits 505046
A. Grading Scale 505046
B. Semester Grades 515147
C. Makeup Work 535348
D. Grade Point Average 535348
E. Class Rank 535349
F. Honors Recognition 555550
G. Grade Forgiveness 555550
H. Credits 565652
III. Promotion 585853
A. Promotion Guidelines 585853
IV. Acceleration and Enrichment 585853
A. Advanced Placement (AP) 595954
B. AP Capstone™ 595954
C. International Baccalaureate (IB) 595954
D. Cambridge Advanced International Certificate of Education (AICE) 606055
E. Early High School Graduation. 606055
F. Advancement Via Individual Determination (AVID) 606055

G. Middle School Dual Enrollment ..... 6161~~56~~
H. Dual Enrollment and Early Admission ..... 6161~~56~~
I. Credit by Examination ..... 6464~~59~~
J. College and University Programs ..... 6464~~59~~
K. Academically Challenging Curriculum to Enhance Learning (ACCEL) ..... 6464~~59~~
L. Credit Acceleration Program (CAP) ..... 6565~~60~~

V. Graduation Requirements ..... 6565~~60~~

A. General Information ..... 6666~~60~~
B. Change in Graduation Requirements ..... 6666~~61~~
C. Participation in the Graduation Ceremony ..... 6666~~61~~
D. Summer Graduation ..... 6767~~62~~
E. Graduation Requirements: Standard Diploma ..... 6767~~62~~
F. Credit Requirements: Standard Diploma. ..... 6969~~64~~
G. Course Information ..... 7171~~66~~
H. Assessment Requirements ..... 7575~~69~~

VI. Diploma Options ..... 7979~~72~~

A. ACCEL Diploma ..... 7979~~72~~
B. Diploma Equivalency Options ..... 7979~~72~~
C. Certificate of Completion ..... 8282~~75~~

VII. Exceptional Student Education ..... 8383~~76~~

A. Standard Diploma Pathways ..... 8383~~76~~
B. CTE Course Substitutions for Graduation Requirements ..... 8787~~79~~
C. Deferral of Standard Diploma ..... 8787~~79~~
D. Certificate of Completion ..... 8888~~80~~
E. ESE Assessment Requirements ..... 8888~~80~~

VIII. English for Speakers of other Languages (ESOL) ..... 8989~~81~~

IX. College Readiness ..... 8989~~81~~

X. Exit Interviews ..... 9090~~82~~

K-12 VIRTUAL EDUCATION, SECTION 4.9.3 ..... 9191~~83~~

I. Virtual Programs ..... 9191~~83~~

A. Policy ..... 9191~~83~~
B. Virtual Education Programs ..... 9191~~83~~
C. Full-time Virtual Education Options ..... 9393~~85~~
D. Part-time Virtual Education Options ..... 9494~~86~~
E. General Information ..... 9595~~87~~
Appendix A ..... **9797~~89~~**
Intensive Instruction Waiver Request ..... **9797~~89~~**
Appendix B ..... **9910~~0091~~**
2020-2021 Curriculum, Instruction, and Assessment Decision Tree ..... **9910~~0091~~**
Appendix C… **96**
Health Education… **96**

General Information (K-12), Section 4.9

I. Admission and Enrollment

To enroll a student in school in the School District of Manatee County (SDMC), the parent must have physical custody of the student at least 50% of the time and certify to that fact on the enrollment form. The address of the enrolling parent will be used for purposes of pupil assignment to a school. If parents are separated or divorced, the student will not change schools when the student stays with the non-enrolling parent, unless there has been a documented change in custody. For the purpose of this policy, the term "parent" is defined as either or both biological or adoptive parents of a student, or any legal guardian of a student. The term "legal guardian" includes any guardian established by court order or a guardian-in-fact established by the filing of a proper Guardianship Affidavit with the District. Step-parents have no legal rights regarding enrollment and school activities, unless guardianship to act on behalf of the spouse is established. A "change in custody" occurs when a child who was living with the enrolling parent at least 50% of the time, no longer lives with the enrolling parent at least 50% of the time. The enrolling parent will not be changed unless both parents agree, changes to the parenting plan or other legal documentation is presented expressly directing this change and/or there is a change of address outside of the zoned school boundary. Any Florida student who resides outside of Manatee County who wishes to attend the School District of Manatee County must have permission from both the school district of his or her residence and the Manatee County School District. The Superintendent or designee is authorized to give the permission. Students must apply annually. Any student who receives permission prior to the start of the school year will be granted permission for the upcoming school year only. Any student receiving permission to attend after the first day of school will be granted permission to complete the current school year only. The student must maintain acceptable attendance, discipline, and academic requirements. The student does not have a property interest in attending the school, and the Superintendent may revoke the student's permission to attend at any time.

First Enrollment

Prior to the student's first day, the school must have received the documentation detailed below as required by Section 1003.21, Florida Statutes. The Manatee School Enrollment Form may be obtained from the zoned school or from the SDMC website. Changes can only be made to this form by the enrolling parent. Students may only be released from school to those who are listed on the Pick-Up/Emergency Contact list section of the Enrollment Registration Form. The enrolling parent is responsible for notifying the school of any updates or changes to the information on the enrollment registration form.

Students who are experiencing homelessness and do not have access to the required documents, please see the information in section G. Homeless Students on page 7.

Students entering kindergarten must be five years of age on or before September 1st.

1. Verification of Age - One of the following documents must be provided:
    - An original or certified copy of child's birth certificate
    - A certificate of baptism, accompanied by parent's affidavit

- An insurance policy
- An original or certified copy of a religious ceremony certificate, accompanied by Parent's Affidavit
- A passport
- A copy of the student's school record
- An affidavit of age sworn to by parent, accompanied by a medical practitioner's statement

2. Evidence of immunization against communicable diseases

Florida law (1003.22 F.S.) requires that students attending Florida schools, (public, private and charter) have the following documentation on file in their school health records:

- Physical exam (DH-3040 or equivalent) COMPLETED and SIGNED by a health professional who is licensed in Florida or in the state where the student resided at the time of the health examination, and who is authorized to perform a general health examination under such licensure. The exam must be within the 12 months prior to your child enrolling in a Florida School. Children are not admitted to school without a physical exam. Contact your medical provider (doctor/clinic) for a school physical exam (DH-3040).
- Certificate of Immunization (DH 680) with all immunization dates/or disease date(s) completed and/or updated by the health care provider. Students entering the designated grade levels are required to show proof of these vaccines or a valid medical/religious exemption before entry into school.

3. Proof of Manatee County Residency -Schools will accept one of the following sets of documents:

- A copy of a current water bill, electric bill, lease agreement, or proof of home ownership in parent's name, with address and name of parent/legal guardian as receiving the service
- A copy of a Migrant Services Certificate of Eligibility
- An official letter from company which is providing housing with name of parent (for example, migrant camp)
- A residency letter from Project Heart Homeless Education Program to verify that a family is deemed homeless under the McKinney-Vento Act

If the parent cannot provide one of the listed requirements, all of the following are required:

- A notarized statement from the owner/lessee of the home where they are living, stating the names of all people residing at the address
- A current utility bill (power or water) with the owner/lessee's name and address
- A government issued ID with the new address or processed USPS change of address documentation

4. Academic History

The School District of Manatee County strongly encourages the enrolling parent to provide copies of any

special education records (such as IEP) that might assist in placement of students in the appropriate classes.

- Last Report Card
- Withdrawal Form
- A 1st grader who attended a private kindergarten for a full year must provide proof of attendance and successful completion of kindergarten
- Copies of any special education records (such as evaluation reports, eligibility forms, IEP, 504, or EP) that might assist in placement of students in the appropriate classes
- Transcripts are required for students with high school credit to determine progress toward graduation

Entry from another Manatee County School

Upon initial admission or entry from one attendance zone to another in SDMC, evidence of residence must be presented to the receiving school. All addresses are subject to verification by the School Board.

Parent must provide the following documents:

5. Manatee School Enrollment Form.

   Manatee School Enrollment Form may be obtained from the zoned school or from the SDMC website. Changes can only be made to this form by the enrolling parent. Students may only be released from school to those who are listed on the Pick-Up/Emergency Contact list section of the Enrollment Registration Form. The enrolling parent is responsible for notifying the school of any updates or changes to the information on the enrollment registration.

6. Proof of Manatee County Residency – Schools will accept one of the following documents:

   - A copy of a current water/electric bill, lease agreement, proof of home ownership in parent's name, with address and name of parent
   - A copy of a Migrant Services Certificate of Eligibility
   - An official letter from company which is providing housing with name of parent (for example, migrant camp)
   - A residency letter from Project Heart Homeless Education Program to verify that a family is deemed homeless under the McKinney-Vento Act

If the parent cannot provide the above requirements, all of the following are required:

- A notarized statement from the owner/lessee of the home where they are living, stating the names of all people residing at the address
- A current utility bill (power or water) with the owner/lessee's name and address
- A government issued ID with the new address or processed USPS change of address documentation

Contact the Office of Student Assignment at (941)708-4971 for additional options.

Falsification of address can make a student ineligible for high school athletics for one (1) calendar year.

7. Withdrawal form from previous school.

Entry from a Public or Private School Within Florida

Parent must provide the following documents:

8. Manatee School Enrollment Form

   Manatee School Enrollment Form may be obtained from the zoned school or from the SDMC website. Changes can only be made to this form by the enrolling parent. Students may only be released from school to those who are listed on the Pick-Up/Emergency Contact list section of the Enrollment Registration Form.

   The enrolling parent is responsible for notifying the school of any updates or changes to the information on the enrollment registration form.

9. Proof of Manatee County residency – Schools will accept one of the following documents:

   - A copy of a current water/electric bill, lease agreement, proof of home ownership in parent's name, with address and name of parent
   - A copy of a Migrant Services Certificate of Eligibility
   - An official letter from company which is providing housing with name of parent (for example, migrant camp)
   - A residency letter from Project Heart Homeless Education Program to verify that a family is deemed homeless under the McKinney-Vento Act

If the parent cannot provide the above requirements, all of the following are required:

- A notarized statement from the owner/lessee of the home where they are living, stating the names of all people residing at the address
- A current utility bill (power or water) with the owner/lessee's name and address
- A government issued ID with the new address or processed USPS change of address documentation

Contact the Office of Student Assignment at (941)708-4971 for additional options.

Falsification of address can make a student ineligible for high school athletics for one (1) calendar year.

10. Withdrawal form from previous school.

11. Academic History

The School District of Manatee County strongly encourages the enrolling parent to provide copies of any special education records (such as IEP) that might assist in placement of students in the appropriate classes.

- Last Report Card
- Withdrawal Form

- A 1st grader who attended a private kindergarten for a full year must provide proof of attendance and successful completion of kindergarten
- Copies of any special education records (such as evaluation reports, eligibility forms, IEP, 504, or EP) that might assist in placement of students in the appropriate classes
- Transcripts are required for students with high school credit to determine progress toward graduation

Entry from Home Education

Students who are participating in a home education program may be admitted to SDMC on a full-time or part-time basis. The student seeking entry must meet the same registration requirements as full-time students [F.S. 1002.41]. Students transferring to SDMC from home education as a full-time student must have documentation to verify academic history in the form of a transcript, annual evaluation, or portfolio as outlined in section 1002.41 F.S. Home education students must register for all courses prior to the start of the semester they will attend. Home education students who are excluded from a class because the course is not offered or due to space limitations at their zoned school may be assigned to another school if there is available space.

The school principal will establish the time and place for arrival and departure of home education students. SDMC is not responsible for the transportation of students in a home education program to or from the school. Students who attend on a part-time basis are subject to all applicable rules and regulations pertaining to full-time students. Students who are participating in a home education program may participate in extracurricular activities. Participation is on a space available basis, and students must meet the same registration requirements as full-time students [F.S. 1002.20(18)(b)].

Over Age Students Who Interrupt Their Education

The following procedures are to serve as a guide for appropriate placement. The final decision will be made by the school principal of the regular school and the Supervisor of Alternative Education.

12. Except as provided in (4), (5), (6), and (7) below, a student seventeen years of age or older who has interrupted his or her high school education and who subsequently desires to enroll in Manatee County Public Schools may enroll in county adult programs or alternative programs. The student may not enroll in a regular high school except in extenuating circumstances approved by the principal of the regular school and the Supervisor of Alternative Education. The principal will determine if enrollment is appropriate. Parents of students who are not enrolled may appeal the principal's decision to the Executive Director of Secondary Education.

13. Except as provided in (4), (5), and (6) below, students may not enroll in or continue in a regular high school for more than eight semesters, unless the principal approves the enrollment beyond eight semesters. The principal will consider the reason the student wants to continue high school, the educational progress to date, and the student's commitment to education. If the principal does not approve enrollment in the regular high school beyond the eight semesters, the student may enroll in county adult programs or alternative programs. The semester count begins the first semester a student

enrolled in ninth grade at any public or private school.

14. Except as provided in (4) below, students may not enroll in or continue in a regular high school if they cannot earn the number of required credits to graduate by their 20th birthday. The student may enroll in county adult programs or alternative programs.

15. For students with disabilities who have not graduated with a Standard Diploma, the district will provide services until the end of the school year in which the student turns 22 years old, providing that the student was 21 years old on the first day of school.

16. English Language Learners (ELL) who have completed the credits required for graduation and who have failed to meet the 10th grade standards as measured by the required state assessments shall be eligible for compensatory education for "a thirteenth year" as provided in Section 1003.43.F.S.

17. If a foreign-born ELL student without records enters school, the student must be placed age appropriately (14= 9th grade, 15= 9th or 10th grade, 16=10th grade, and 17=11th grade), and the Uniform Transfer Records Guideline Verification Process must be followed.

18. Per the State of Florida Consent Decree and the Office of Civil Rights, no student may be denied enrollment in the regular high school program on the basis of refugee status or limited English proficiency. Students who qualify for ELL services must be placed age appropriately if no official transcript is available.

19. Students who enter without records are eligible for the verification process as defined in the Uniform Transfer of Records Guidelines.

School Choice Options

The School Choice Program shall provide an opportunity for all students in Manatee County to apply for assignment to any district school that is within the designated elementary cluster or middle school region of the student's zoned school as determined by the address of the student's parent. Approval of School Choice applications will be by school, program, and building capacities as well as the Board's goal of maintaining a student population at every district school which reflects the district's overall socio-economic distribution of population.

Applications to participate in the Voluntary School Choice Controlled Open Enrollment Program shall be available at all school sites and the Office of Student Assignment during the School Choice Open Enrollment period. This form shall be completed by the student's enrolling parent and submitted to the designated office prior to the close of the School Choice Open Enrollment period. Students who have been approved through the Choice process to attend a school out of their assigned area will be governed by the following rules:

20. High school athletic eligibility at the Choice school will be determined according to the provisions of the Florida High School Athletic Association (FHSAA). If there is a question regarding the eligibility of any student, FHSAA procedures shall be followed.

21. Students receiving School Choice are approved through the completion of the highest grade level at that

school. The Choice school, therefore, becomes the student's assigned district attendance school. However, the principal may recommend that the student be withdrawn and returned to his/her home zoned school for severe attendance or disciplinary issues. The principal's recommendation is subject to review by the District Administrative Appeals Committee.

22. Students who are approved for Choice are expected to continue in attendance at the Choice school throughout at least one school year and may then apply for a different school, including their original boundary assigned school, but only through application during the School Choice Open Enrollment period.

23. Other School Choice options include: Hardship Transfers, Home Education, Manatee County Virtual Programs, and Enrollment in Charter Schools.

24. Students can only be in attendance at one school as assigned by the Office of Student Assignment other than being enrolled in a virtual or home school program.

Homeless Students

Homeless students are children and youth who lack a fixed, regular, and adequate nighttime residence and include children who are:

25. Sharing the housing of others due to loss of housing, economic hardship, or a similar reason;

26. Living in motels, hotels, travel trailer parks, or camping grounds due to the lack of alternative accommodations;

27. Living in emergency or transitional shelters or abandoned in hospitals;

28. Sleeping in a place that is not ordinarily used as a sleeping place for human beings;

29. Living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;

30. Migrant and living in one of the above.

Homeless children and youth shall be immediately enrolled even if the student is unable to provide documents that are typically required for enrollment, such as previous academic records, records of immunization and other health records, proof of residency, or other documentation. Enrollment means permitting the student to attend classes and participate fully in school activities. Although the Act is silent on the definition of "immediate", the standard dictionary definition is "without delay". Therefore, the student must begin attending classes and participating fully in school activities without delay. Generally, that would mean the same or the following day. Families claiming to be homeless and needing enrollment assistance should be referred to Project HEART Homeless Education Program, and the family will be provided with a residency letter for proof of residency.

Homeless children and youth shall be immediately enrolled even if students are unable to produce immunization or other required health records, recognizing that families and youth who are homeless are

frequently unable to obtain and keep copies of records. The vast majority of homeless students have been enrolled in school before and have had required immunizations. These records should be a part of their school records. Since the enrolling school is required to contact the previous school for records, the information should be available quickly. The enrolling school and the District Homeless Liaison should work together to get immunization records as soon as possible. If a student has not had immunizations, initial doses should be administered as soon as possible. Families claiming to be homeless and needing to enroll without immunization records and or a physical examination should be referred to Project HEART Homeless Education Program, and the family will be provided with a 30 school day waiver in order to help them acquired the necessary documentation for their records.

Unaccompanied children and youths, not in the physical custody of a parent, and living in homeless situations are defined as unaccompanied homeless students. Unaccompanied Homeless students have the right to self-enroll and should be referred to Project HEART Homeless Education Program for enrollment assistance and other services.

When it is in the student's best interest and it is the wish of the parent, or it is the wish of an unaccompanied youth, homeless students can continue to attend the school of origin. The school of origin means the school that the student attended when permanently housed, or the school in which the student was last enrolled. Formerly homeless students can also continue at the school of origin for the remainder of the school year in which they obtain permanent housing.

If the District Homeless Liaison assigns a homeless student to a school other than the school of origin, a written explanation must be provided to the parent, including the right to appeal the decision.

If there is a dispute regarding school selection or enrollment, the student shall be immediately admitted to the school of origin or assigned zone school as requested by the parent and transportation provided to and from the school of origin, pending resolution of the dispute.

The case must be referred to Project HEART Homeless Education Program to ensure the resolution process is carried out as quickly as possible. Project HEART Homeless Education Program will convene a review committee including a representative from the transportation department and the Superintendent's designee.

Parents may appeal an unfavorable decision to the Supervisor of Student Assignment. The decision of the Supervisor of Student Assignment may be appealed to the Superintendent who is vested with the authority to place students in the school which is in their best interest. The Superintendent will render the final local decision concerning school placement. Parents have the right to appeal to the Florida Department of Education.

Transportation will be provided for a homeless student to and from the school of origin for the remainder of the school year. Homeless students needing transportation assistance to school of origin should be referred to project HEART Homeless Education Program.

Transfer Students from Out of Country

Students who transfer to a School District of Manatee County site without records should be placed age appropriately. The student's age on September 1 of the school year in which enrollment occurs should be used to determine "age" at entry. Coordination with the school-based ELL Committee is recommended to assist in issues regarding course placement for such students. Students cannot be denied access to free and appropriate education due to lack of academic records. If an out-of-country student without records enters school, the student must be placed age appropriately, and the Uniform Transfer of Records Guideline Verification Process must be followed.

Students who indicate "yes" on the Home Language Survey during enrollment must be assessed for language proficiency within the first 20 days of enrollment. Students eligible for English Language Learner (ELL) services are entitled to equal access to programs, such as early childhood, vocational, and adult education programs. ELL students should not be restricted for reasons related to limited English proficiency. Students must receive understandable instruction, not necessarily in their native language.

State Uniform Transfer of Credit Guidelines for Middle School

The procedures relating to the acceptance of transfer work and courses for students entering Florida's public schools composed of middle grades 6, 7, and 8 from out of state or out of country are as follows:

31. Grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value, subject to validation if required by the receiving school's accreditation. If validation of the official transcript is deemed necessary, or if the student does not possess an official transcript or is a home education student, successful completion of courses shall be validated through performance during the first grading period as outlined in subsection (2) of this rule.

32. Validation of courses shall be based on performance in classes at the receiving school. A student transferring into a school shall be placed at the appropriate sequential course level and should be passing each required course at the end of the first grading period. Students who do not meet this requirement shall have courses validated using the Alternative Validation Procedure, as outlined below.

33. Alternative Validation Procedure

    If validation based on performance as described above is not satisfactory, then any one of the following alternatives identified in the district's Student Progression Plan shall be used for validation purposes as determined by the teacher, principal, and parent.

    a. A portfolio evaluation by the principal or designee, including samples of course work, subject area assessments, and standardized tests to show mastery of the standards for the course;

    b. Demonstrated performance in courses taken at other public or private accredited schools;

    c. A demonstrated proficiency on nationally-normed standardized subject area assessments;

    d. A demonstrated proficiency on the required state assessment; or

    e. A written review of the criteria utilized for a given subject provided by the former school.

State Uniform Transfer of Credit Guidelines for High School Credit Courses

The procedures for students transferring from out-of-state or out-of-country, including ELLs, into a Florida public school are as follows:

34. Grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value. Credits for courses requiring an EOC will be accepted based on state statute.

~~34.~~

35. If validation of the official transcript is deemed necessary, or the student does not possess an official transcript, or is a home education student, successful completion of courses shall be validated through performance during the first grading period. Validation of courses shall be based on performance in classes at the receiving school. A student transferring into a school shall be placed at the appropriate sequential course level and should earn a grade of "C" or better at the end of the first grading period in that course. A student who meets ~~this criteria~~this criterion will receive a Pass ("P") grade on the academic history for the validated courses, which has no impact on a student's GPA. Students must be provided at least 90 days from date of transfer to prepare for assessment if required. Students who do not meet the validation based on performance requirement shall have courses validated using the Alternative Validation Procedure as described below:

a. A portfolio evaluation by the principal or designee, including samples of course work, subject area assessments, and standardized tests to show mastery of the standards for the course

b. A demonstrated performance in courses taken at other public or private accredited schools;

c. A demonstrated proficiency on nationally-normed standardized subject area assessments;

d. A demonstrated proficiency on the required state assessments or other required state assessment; or

e. A written review of the criteria utilized for a given subject provided by the former school.

~~36.~~35. Students who enter a Florida public school at the 11th or 12th grade from out-of-state or from a foreign country shall not be required to spend additional time in a Florida public school in order to meet the high school course requirements if the student has met all requirements of the school district, state, or country from which they are transferring. However, to receive a Standard High School Diploma, a transfer student must earn a 2.0 grade point average and pass the required state assessment(s) or an approved alternative assessment. The approved alternative assessments are the PSAT, ACT and SAT.

~~37.~~36. Transferring students who are not proficient in English should receive immediate and intensive instruction in English language acquisition.

~~38.~~37. A dependent child of a member of the United States Armed Forces, who enters a public school at the 12th grade level from out of state or from a foreign country and provides satisfactory proof of attaining a score on an approved alternative assessment that is concordant to a passing score on the required state assessment(s), has satisfied the assessment requirement for a Standard High School Diploma. In lieu of testing requirements for graduation in a school of the receiving state, states shall

accept exit or end-of-course exams required for graduation from a school in the sending state or national norm-referenced achievement tests or alternative testing.

II. Withdrawals

Withdrawal to a School Outside of the District

Parents withdrawing a student from a School District of Manatee County site to another school district must complete a withdrawal form at the school. This form is a record of the student's grades up to the last date of attendance. All books must be returned, and any fines resolved prior to withdrawal.

The enrolling school will request official records. The registrar will send copies of the cumulative folder, a transcript (high school), and any other educational records pertinent to academic placement to the requesting school.

Withdrawal to a School within the District

Parents withdrawing a student from a School District of Manatee County site to another School District of Manatee County school must complete a withdrawal form at the school.

This form is a record of the student's grades up to the last date of attendance. All books must be returned, and any fines resolved prior to withdrawal.

The enrolling school will request official records. The registrar will send the cumulative folder and any other educational records pertinent to academic placement to the requesting school.

III. Reporting and Notification

Annual Reporting

Each district must annually publish to the public ~~in the local newspaper~~ and report in writing to the State Board of Education by September 1 of each year the following information on the prior school year:

~~39.~~38. the provisions of student progression and the district's policies and procedures on student retention and promotion

~~40.~~39. by grade, the number and percentages of all students in grades 3 through 10 performing at level 1 and 2 of the required English Language Arts (ELA) state assessment

~~41.~~40. by grade, the number and percentages of all students retained in grades 3 through 10

~~42.~~41. information on the total number of third grade students who were promoted or placed for good cause by each category of good cause

~~43.~~42. any revisions to the district's policy on student retention and promotion from the prior year.

The Department of Curriculum and Professional Learning has the responsibility to ensure this information is printed prior to September 1st each year.

Allocation of Resources

Remedial and supplemental instructional resources must be allocated, and spending prioritized as follows:

~~44.~~43. First, to students who are substantially deficient in Grades K~~K~~- 3 Reading.

~~45.~~44. Second, to students who score below grade level on required state assessments, including:

a. Students in grades 3-10 who score Level 1 or 2 on required state assessments in English Language Arts (ELA) or mathematics or who fail the End of Course (EOC) Exam;

~~f.~~b. Students in grades 11-12 who do not meet the required state assessments or EOC graduation requirement in English Language Arts (ELA) or mathematics.

~~46.~~45. Third, to students who failed to meet the performance levels required for promotion.

Participation in District and State Assessments

~~All students in grades K through 12 must participate in the statewide assessment programs as required by Florida Statute. District progress monitoring assessments are also administered to K-12 students at intervals throughout the year. Schools will participate in assessments for learning as indicated in the District Assessment Schedule.~~ All students in grades Pre-K through 12 must participate in Florida's statewide assessments & progress monitoring system as required by Florida Statute. District progress monitoring assessments are also administered to K-12 students at intervals throughout the year. Schools will participate in assessments for learning as indicated in the District Assessment Schedule. ~~STAR Early Literacy Assessment is administered to each kindergarten student within the first 30 school days of the year.~~

Reporting to Parents

The district will provide student's results on state assessments and district-required local assessments to the student and his/her parent within 1 week of those results being received by the district~~.~~. ~~The district must annually report in writing to the student and his/her parent the student's results on each statewide assessment test.~~ The student's progress toward achieving state and district requirements for proficiency in core academic subject areas shall be reported quarterly (in a written format) adopted by the district school board to each student and his/her parents. The evaluation of each student's progress must be based upon the student's classroom work, observations, tests, district and state assessments, and other relevant information.

All written and oral communication between school district personnel and parents of current or former English Language Learners shall be in the parents' primary language or other mode of communication commonly used by the parents, unless clearly not feasible.

Report Card

The Report Card must clearly depict the following:

~~47.~~46. The student's academic performance on grade level in each class or course, which in grades K through 12 must be based upon achievement of the State Standards as evidenced by class work, tests, and other academic performance indicators;

47. The student's citizenship and behavior. Student's citizenship marks are "E, S, N, U (E-Excellent, S-Satisfactory, N-Needs Improvement, U- Unsatisfactory) for kindergarten and first grade. E, S, I, N, U (E-Excellent, S- Satisfactory, I-Improving, N-Needs Improvement, U-Unsatisfactory) for second ~~first~~ through fifth grades. Secondary marks are 1, 2, 3, or 4 (1-Excellent, 2-Satisfactory, 3-Needs Improvement, 4-Unsatisfactory); and

~~48.~~

~~49.~~48. The student's attendance, including absences and tardies.

The student's final Report Card for a school year shall include a statement indicating end-of-the-year status regarding performance or nonperformance at grade level (has/has not performed satisfactorily at grade level); acceptable or unacceptable behavior (has/has not demonstrated acceptable behavior); attendance (has/has not met district attendance requirements); and promotion or non-promotion (has/has not met promotion requirements at this time). The end-of-the-year report card must indicate promoted, retained, or placed for good cause.

Each English Language Learner receiving English for Speakers of Other Languages (ESOL) services is graded based on his/her academic progress at his/her level of English proficiency. The teacher must document that accommodations and strategies of instruction and assessment were employed, which allowed the student to demonstrate progress in the achievement of the benchmarks and grade-level expectations. A grade of "Unsatisfactory," "D," or "F" may only be assigned to an English Language Learner receiving ELL services if he/she received appropriate accommodations and strategies in instruction and assessment, and the student demonstrated no progress toward achieving the standards and grade-level expectations at his/her level of English proficiency.

A student with a disability who is taking standardized state assessments, such as required state assessments, is graded on his/her achievement of the standards, benchmarks and grade level expectations appropriate for his/her grade using the standard Report Card. The student is to be given appropriate accommodations for all classroom instruction and testing as documented on the student's Individual Education Plan (IEP). A student with a disability may participate in the Florida Alternative Assessment based on the IEP team decision using the Florida Alternative Assessment Participation Checklist located on the assessment page of the IEP. The student is to be given appropriate accommodations for all classroom instruction and testing as documented on the student's IEP. The student will be graded on his/her achievement of the Access Point Standards, benchmarks and IEP goals using the standard Report Card.

-Progress Reports

Schools will notify students and parents of the student's mid-term academic progress (1st-12th grades). For English Language Learners, the Progress Report comments are translated into the home language of the

English Language Learners when feasible. If appropriate, schools will make the Spanish and Haitian Creole translation of the Progress Reports available to parents and inform parents in the comments section of the Progress Reports that, "the English Language Proficiency Level is taken into consideration when planning instruction, assessments, and grading for English Language Learners."

Grades for courses taken through Manatee Virtual School and course recovery will not be included on the mid-quarter Progress Report.

IV. General Curriculum Information

Curriculum Additions or Modifications

Any curriculum modification being considered by a school must be submitted on the Request for Program Additions or Modifications form and reviewed by members of the Instructional Division and submitted to the Deputy Superintendent for Instructional Services prior to any changes being implemented at the school level. Florida Statute requires all courses offered in the State of Florida be aligned to the State Standards.

District Homework Guidelines

The School District of Manatee County acknowledges the educational validity of homework as an extension of the instructional program.

Clarification: Homework shall typically refer to those assignments that are meaningfully prepared by the classroom teacher for students to complete outside of the school setting to reinforce and extend the curriculum taught within the classroom.

Purpose:

~~50.~~49. Homework is designed as a reinforcement tool to deepen the understanding of concepts and provide practice for the mastery of skills formally instructed in the classroom.

~~51.~~50. Homework is designed to promote student responsibility and independent work habits.

Guidelines for Homework:

~~52.~~51. Homework assignments shall be based on the abilities of the students.

~~53.~~52. Homework shall not be used as a punitive measure.

~~54.~~53. Homework assigned for reinforcement shall be done outside of class time.

Teacher Expectations:

Teachers will monitor completion of homework and provide appropriate, graded feedback in a timely manner to students. Teachers should collaborate, whenever possible, to ensure that the amount of the homework assigned to any one student is not excessive. ~~Homework assignments should be posted (when available) on Schoology. Homework grades should reflect the attainment of content knowledge. Homework grades should not be impacted by non-academic criteria (i.e., paper headings, use of specific writing utensil unless accounted for in the grading expectations, etc.).~~

Multi-tiered System of Supports (MTSS)

The District's Multi-Tiered System of Support (MTSS) provides high quality instruction and intervention matched to student needs using learning rate over time and level of performance to inform instructional decisions. The MTSS framework is a continuum of integrated academic, behavioral, social-emotional learning, mental health, and attendance supports reflecting the need for students to have fluid access to instruction and supports of varying intensity levels. To ensure efficient use of resources, schools begin with the identification

of trends and patterns using school-wide and grade-level data. Within the MTSS framework, resources are allocated in direct proportion to student needs. Data collected at each tier is used to measure the efficacy of supports so that meaningful decisions can be made regarding what instruction and intervention should be intensified and/or maintained. Students who need instructional intervention beyond what is provided universally for behavioral and academic content areas, are provided with targeted, supplemental interventions delivered and embedded within the content area courses, individually or in small groups, at increasing levels of intensity. Throughout the continuum of instruction and intervention, planning/problem-solving is used to match instructional resources to educational need. Teams continue to engage in instructional planning and problem-solving to ensure that student success is achieved and maintained. Regular communication between problem-solving teams (i.e., Instructional Leadership Team led by the principal, the Teacher Collaborative Teams, the Intensive Support Team (IST), Individual Education Plan Team, MTSS-Behavior Team), where data-based problem solving is occurring, will guide the appropriate intervention needs.

Intervention, Remediation and Progress Monitoring

Students must participate in Florida's statewide assessments and progress monitoring. Each student who scores below Level 3 in reading or mathematics must be provided with additional diagnostic assessments to determine the nature of the student's difficulty, the areas of academic need, and strategies for appropriate instruction and intervention using the problem-solving process within the MTSS framework.

In consultation with the student's parent, the school in which the student is enrolled must engage in the problem-solving process to develop and implement an intervention plan which includes a progress-monitoring plan. The Multi-Tiered System of Support framework (MTSS) will serve as a guide for identifying students in need of tiered interventions and progress monitoring. The problem-solving cycle, which is an integral part of the MTSS framework, should be used to match interventions with areas of need. A student who is not meeting the school district or state requirements for proficiency in reading and math shall be covered by one of the following plans to target instruction within the MTSS framework and identify ways to improve his or her behavioral and/or academic achievement:

~~55.~~54. a federally required student plan such as an individual education plan;

~~56.~~55. a school-wide system of progress monitoring for all students;

~~57.~~56. a targeted individualized intervention plan that includes a progress monitoring plan.

The plan chosen must be designed to assist the student or the school in meeting state and district expectations for proficiency. Each student who does not meet the minimum performance expectations defined by the Commissioner of Education for the statewide assessment tests in reading, writing, and mathematics must continue to be provided with remedial or supplemental instruction until:

~~58.~~57. the expectations are met;

~~59.~~58. the student graduates from high school; or

~~60.~~59. the student is not subject to compulsory school attendance.

Problem solving teams should monitor students' responses to intervention and engage in problem solving as needed to ensure positive student response to intervention.

In addition to an intervention plan, which includes progress monitoring, 3rd- 105~~5~~th grade students, performing at Level 1 or Level 2 on required state assessments must receive intensified support the following year. An Early Warning System and Elementary Reading Decision Tree will be used by Problem Solving teams to identify K-5 students in need of supplemental and intensive supports in the areas of behavior, attendance, and academics. Explicit, systematic, and multi-sensory reading intervention strategies beyond the 90-minute literacy block and frequent, ongoing progress monitoring must occur. Mathematics intervention may be integrated within the student's current mathematics class.

In addition to an intervention plan, which includes progress monitoring, middle and high school students performing at Level 1 or 2 on Florida's statewide assessment in reading and mathematics or who do not earn a Level 3 or higher within the last two academic years may be enrolled in and complete an intensive reading or mathematics course the following year. Students may exit intensive courses at the end of the quarter/semester by demonstrating proficiency at Level 3 or higher on Florida's statewide assessment, or by meeting a concordant/comparative score on a state-approved assessment (PSAT, SAT, ACT) in reading and/or mathematics or by showing proficiency on the district benchmark assessment. Problem-solving teams should monitor students' response to intervention and engage in problem solving as needed to ensure positive student response to intervention.

A school-wide progress monitoring plan provides structure for monitoring the progress of all students and will be an integral part of the school improvement plan. Within the school improvement plan, the school-wide progress monitoring plan has four major components. The intervention plan, which includes progress monitoring for students scoring below a L~~l~~evel 3 on the required state assessments, must include the following:

~~61.~~60. Diagnostic Assessment:

Diagnostic assessments, in addition to the initial screening, are to be administered to all students scoring below a Level 3. Parents may not opt their child out of the District approved diagnostic tool. In absence of state assessment data, school diagnostic data, or report card showing completion of grade level, the student will be placed into the ~~age appropriate~~age-appropriate grade level.

a. The specific diagnostic assessments to be administered must be identified, as well as the process for administering the assessments.

b. For students scoring Level 1 or 2 on the required state reading assessments, reading proficiency must be assessed at the beginning of the school year. The student must continue to be provided with targeted and intensive reading instruction until the reading deficiency is remediated. Targeted intensive instruction is usually associated with the following:

(i) Variety of opportunities for practice

(ii) Problem solving which results in interventions targeted to specific skill development

(iii) Smaller chunks of text or content

(iv) Guided and independent practice

(v) Skill development and practice integrated into all activities

(vi) Frequent progress monitoring

(vii) Criterion-based evaluation of success

c. Diagnostic results are to be gathered and maintained for the students scoring Level 1 and 2 on required state assessments in reading or math.

d. Diagnostic results must be readily accessible to teachers, school administrators, Certified School Counselors, parents, and School Psychologists.

~~62.~~61. Intervention plans should include:

a. Interventions, in the targeted areas of weakness, to assist students in meeting state and district expectations in behavior, reading, writing, and or math.

b. Targeted strategies to accelerate learning.

c. Measurable targets or goals for each deficit area.

d. A description of the supplemental or intensive instructional intervention and support, when they will be provided, how often, by whom, and for how long.

e. For reading deficiencies, identification of a student's specific areas of need in phonemic awareness, phonics, fluency, comprehension, vocabulary, and/or oral language. Targeted intervention must be provided for any students scoring Level 1 and 2 on required state assessments in reading or math.

f. Remedial instruction and intervention strategies may include, but are not limited to the following:

(i) Summer school

(ii) Dropout prevention services

(iii) Parent tutorial programs required

(iv) Contracted academic services

(v) Reading instruction

(vi) After-school instruction and other extended day services

(vii) Tutoring

(viii) Mentoring

(ix) Intensive skill development programs

(x) In-person academic advising for struggling high school students (F.S. 1003.491)

~~63.~~62. Parent Consultation and Communication

Parents of students in kindergarten through grade 5 who exhibit a substantial reading deficiency based

upon screening, diagnostic, progress monitoring, assessment data, statewide assessments, or teacher observations must receive notification in writing of the following:

- Their child has been identified as having a substantial reading deficiency, including a description/explanation in parent friendly terms, of the exact nature of the child's difficulty in reading achievement.
- A description of the current services that are provided to the child.
- A description of the proposed interventions and supports that will be provided to the child to remediate the reading deficiency.
- If the reading deficiency is not remediated by the end of grade 3, the child must be retained unless the child meets good cause criteria.
- Strategies, including multisensory strategies, the parent can use through a read-at-home plan to help their child succeed in reading.
- That the statewide, standardized English Language Arts assessment is not the sole determiner of promotion for grade 3 and that additional evaluations, portfolio reviews, and assessments are available to assist parents and the district in knowing when a child is reading at or above grade level and ready for promotion.
- A parent of a third grade student who is identified as being at risk for retention, can request the school immediately begin collecting evidence for a portfolio.
- The district's specific criteria and policies for mid-year promotion for student retained in grade 3.

In addition, schools may not wait for a kindergarten through grade 3 student to receive a failing grade at the end of a grading period to identify the student as having a substantial reading deficiency and initiate intensive interventions.

For students in grades 6 through 12, the school shall notify the student and his/her parents of any remedial or supplemental academic instruction by the end of the first quarter. Parents may be notified through personal verbal contact, through a district-provided letter, during an Individual Education Plan team meeting, or a face-to-face meeting. All written and oral communication between the school district's personnel and parents of current or former English Language Learners shall be in the parents' primary language or the mode of communication commonly used by the parents unless clearly not feasible.

The letter is to include general information about the seriousness of the situation and the intervention plan in place for the students not meeting proficiency. The letter should also include an invitation for the parents to meet with instructional staff to consult about their child's plan.

Parents should be given an explanation of the information on which the decision was based, as well as a copy of the intervention plan for their child.

Parental approval for general education instructional interventions is not required.

~~64.~~63. **Monitoring for Results:**

The intervention plan must be developed by the end of first quarter, or within 6 weeks of a new student entering school, or as soon as a need is identified through the analysis of data by a problem-solving team. Students receiving supplemental interventions at the end of a school year should begin receiving interventions at the beginning of the next school year until there is evidence that the student has closed the gap and no longer needs supplemental or intensive support services.

The principal or designee will monitor the implementation of the school-wide progress monitoring plan and the school's plan for providing targeted intervention.

Each quarter, the principal or designee will review the progress of students identified as not meeting proficiency with the Instructional Leadership Team (ILT). The team will check for compliance with the school-wide progress monitoring plan (diagnostic assessment, intervention strategies, quarterly progress updates) and use data to inform instruction. Student progress shall be monitored at least twice a month and compared with the progress of peers to guide instructional decisions. If a student is not responding positively to interventions, an intensive individualized intervention plan should be developed with assistance from a problem-solving team at the school.

Each school will identify its problem-solving teams and their roles and responsibilities for monitoring the progress of all students (e.g. Instructional Leadership Team; Teacher collaborative Teams, IEP Teams, MTSS-B Team, and Intensive Support Team).

If a student is not responding positively to interventions, an intensive individualized intervention plan should be written. The intervention plan, including the plan for monitoring progress, can be documented on a student's Individual Education Plan (IEP), English Language Learner's Plan (ELL), or Section 504 Accommodation Plan.

~~65.~~64. For Elementary School Students who are retained:

a. The intervention plan, which includes a plan for progress monitoring, must specify, through the problem-solving process, how the second year's instructional program will be different from the previous year's program, utilizing interventions matched with the student's deficit areas.

b. Students must be provided evidence-based, explicit, systematic, and multi-sensory reading instruction in an area of deficit, (i.e. phonemic awareness, phonics, fluency, vocabulary, comprehension, and other strategies).

Career and Technical Education Course Offerings

Career and Technical Education elementary and middle school students, including students with disabilities, may be given the options to earn Career and Professional Education (CAPE) Digital Tool certificates and CAPE industry certifications.

Civic and Character Education

~~Character education is required for students in K-12th grades. The character development program should stress:~~Civic and character education nis required on the qualities and responsibilities of patriotism and citizenship, including kindness, respect for authority, life, liberty, and personal property; honesty; charity; racial, ethnic, and religious tolerance; and cooperation and for grades 11 and 12 voting using the uniform primary and general election ballot described in s. 101.151 (9).

~~a. The qualities of patriotism~~

~~b. Responsibility~~

~~c. Citizenship~~

~~d. Kindness~~

~~e. Respect for Authority, life, liberty and personal property~~

~~f. Honesty~~

~~g. Charity~~

~~h. Self-control~~

~~i. Racial, ethnic and religious tolerance; and~~

~~j. Cooperation~~

~~For grades 9-12, instruction should include information on developing leadership skills, interpersonal skills, organization skills, and research skills; creating a resume; developing and practicing the skills necessary for employment interviews; conflict resolution, workplace ethics, and workplace law; managing stress and expectations; and developing skills that enable students to become more resilient and self-motivated.~~

~~The character development curriculum for grades 11 and 12 shall include instruction on voting using the uniform primary and general election ballot described in s. 101.151(9).~~

Victims of Communism Day

The SDMC will observe November 7 as Victims of Commuism Day honoring the 100 million people who fell victum to communist regimes across the world per CS/HB 395.

-Parental Rights

All parental rights are reserved to the parent of a minor child in this state without obstruction or interference from the state, any of its political subdivisions, any other governmental entity, or any other institution, as set forth in s. 1014.04, including, but not limited to all of the following rights of a parent of a minor child:

(a) The right to direct the education and care of his or her minor child.

(b) The right, pursuant to s. 1002.20(2)(b) and (6), to apply to enroll his or her minor child in a public school or, as an alternative to public education, a private school, including a religious school, a home education program, or other available options, as authorized by law.

(c) The right, pursuant to s. 1002.20(13), to access and review all school records relating to his or her minor child.

(d) The right to consent in writing before the state or any of its political subdivisions makes a video or voice recording of his or her minor child unless such recording is made during or as part of a court proceeding or is made as part of a forensic interview in a criminal or Department of Children and Families investigation or is to be used solely for the following purposes:

1. A safety demonstration, including the maintenance of order and discipline in the common areas of a school or on student transportation vehicles;

2. A purpose related to a legitimate academic or extracurricular activity;

3. A purpose related to regular classroom instructions;

4. Security or surveillance of buildings or grounds; or

5. A photo identification card.

(e) The right to be notified promptly if an employee of the state, any of its political subdivisions, any other governmental entity, or any other institution suspects that a criminal offense has been committed against his or her minor child, unless the incident has first been reported to law enforcement or the Department of Children and Families and notifying the parent would impede the investigation.

The School District of Manatee County will develop and adopt a policy to promote parental involvement in the public school system including but not limited to;

1. A plan for parental participation in schools to improve parent and teacher cooperation in such areas as homework, school attendance and discipline;

2. A procedure for a parent to learn about his or her minor child's course of study, including the course of any supplemental education materials;

3. Procedures for a parent to object to instructional materials and other materials used in the classroom.

Elementary School Education (Grades K-5), Section 4.9.1

I. Program of Studies Grades K-5

All students will receive instruction in English Language Arts (ELA), mathematics, science, social studies, the arts, health, and physical education aligned with state standards. Students and families must be notified at the beginning of each year as to how their grades in each core academic area will be determined.~~d. This could be included in the course information shared with students and parents.~~

English Language Arts (ELA)

All students in K-5 shall be assigned an uninterrupted 90-minute reading block, with additional time for instruction in the writing process and additional time for reading intervention as needed with a highly qualified, effective teacher, a core reading program, and ongoing progress monitoring.

Physical Education (PE) and Recess

Physical education (PE) instruction focuses on the outcomes of achieving and maintaining a health-enhancing level of fitness and understanding that physical activity provides the opportunity for enjoyment, challenge, self-expression, communication, and well-being. Elementary schools provide 150 minutes of PE per week. In addition, schools are required to provide 20 consecutive minutes of unstructured free-play recess per day. A minimum of 30 consecutive minutes of PE is required on any day that formal (PE) instruction is provided. The elementary school principal may designate any instructional personnel to provide the PE. Elementary schools will integrate health education standards into science and PE as appropriate.

Health Education

Comprehensive health education addresses 14 component areas under Florida State Statute 1003.42 (2)(n) - Required Instruction

Grades K-12

- Community health
- Consumer health
- Environmental health
- Family life
- Injury prevention and safety
- Internet safety
- Nutrition
- Personal health
- Prevention and control of disease
- Substance use and abuse

~~Comprehensive age-appropriate and developmentally appropriate K-5 health education that addresses concepts of community health, consumer health, environmental health, and family life, including~~

~~a. Mental and emotional health~~

~~b. Injury prevention and safety~~

~~c. Internet safety~~

~~d. Nutrition~~

~~e. Personal Health~~

~~f. Prevention and control of disease~~

~~g. Substance abuse; and~~

~~h. Prevention of child sexual abuse, exploitation, and human trafficking.~~

A link to access and review the instructional materials used to teach the curriculum will be included on the district's website homepage. The process to ~~request an exemption~~opt out of health instruction will also be posted on the district's website homepage. Additionally, the opt out form can be found in the SPP, Appendix C.

~~A parent may make a written request to the school principal to exempt his or her student from the teaching of reproductive health or any disease, including HIV/AIDS.~~

K-5 Academically Challenging Curriculum to Enhance Learning (ACCEL)

Each school must offer the following ACCEL options; whole-grade and mid-year promotion, subject-matter acceleration, and virtual instruction in higher grade-level subjects. Whole-grade and mid-year promotion requires an elementary student to meet the district acceleration procedures. Whole-grade and mid-year promotion requires students to meet student progression promotion criteria. Subject-matter acceleration is available when a student has met the prerequisite course requirements for that content area. Virtual instruction in higher grade level subjects is available when students have exhausted the course offerings at the school, and students meet the course prerequisites. In addition to these requirements, the following must be considered when establishing eligibility.

~~66.~~65. The student's performance on required state assessments

~~67.~~66. The student's grades or grade point average

~~68.~~67. The student's attendance and conduct

~~69.~~68. Teacher and school counselor recommendations

Each school must inform students and parents of these options. A student or a parent may request one of the options by written request to the principal. This will be followed by a parent conference to discuss eligibility and placement.

Whole-Grade Promotion:

An elementary student must meet all of the following criteria to be eligible for whole-grade promotion:

~~70.~~69. The student must be consistently performing above grade level standards on a locally determined assessment, a statewide assessment or a standardized assessment in reading/language arts and mathematics for each of the past two years. For kindergarten students, schools will use state and district assessment data for ELA and mathematics.

In addition to this, students must meet the following criteria:

a. The student cannot skip third grade as a result of whole-grade promotion.

b. The student must be recommended by the p~~P~~rincipal, the parent, classroom teacher, and the school counselor.

c. All whole-grade promotions must be approved by a district promotion committee and entered appropriately in the student information system.

Mid-Year Promotion:

An elementary student must meet all of the following criteria to be eligible for mid-year promotion:

~~71.~~70. The student must be consistently performing above grade standards on a locally determined assessment, a statewide assessment or a standardized assessment in reading/language arts and mathematics for each of the past two years. For kindergarten students, schools will use state and district assessment data for ELA and mathematics.

~~72.~~71. The student must be recommended by the p~~P~~rincipal, the classroom teacher, parent and the school counselor.

~~73.~~72. All mid-grade promotions must be approved by a district promotion committee and take place prior to the end of first semester and entered appropriately in the student information system.

~~74.~~73. Third graders must meet all the requirements in statute. Students cannot skip third grade.

Subject-Matter Acceleration:

An elementary student is eligible for subject-matter acceleration when the student has mastered the subject standards in the prerequisite grade-level course. The student must be recommended by the classroom teacher and the school principal based on achievement of the learning targets and standards.

II. Promotion and Good Cause Placements

Promotion Requirements

All decisions pertaining to the promotion or retention of students will be communicated to parents and made under the authority of the School District of Manatee County in accordance with Florida statute. A student in K-2 or 4-5 is promoted if the student demonstrates mastery of the currently adopted state ~~Florida~~ standards in

core academic subject areas. In accordance with state statute, K~~3rd~~-5th grade students are mandated to participate in required state-approved assessments. Grade 3 students must score a Level 2 or higher on the English Language Arts statewide, standardized assessment for promotion to grade 4. A student may not be retained more than once in grade 3.

K-2 and 4-5 students will be promoted or "Good Caused" each year with their cohort group. Those students who do not meet grade-level standards in English Language Arts and Mathematics will be supported in the next grade level through intensive remediation as well as an alternative instructional setting if needed.

Good Cause Criteria for K-2

A student who does not meet the promotion criteria ~~should~~ will be considered for good cause placement in the next grade. ~~–~~Good cause placement is defined as:

K-2 Grade Good Cause
Good Cause "A-ESE" –A student with a disability in grades K-2 can be placed for good cause if the Individual Education Plan (IEP) indicates that the student is making adequate progress towards their individual goals and/or is receiving services appropriate to progressing their individual skills. Documentation indicates that the promotion of the student with disabilities is appropriate, based upon the student's academic record, and shall be submitted from the student's teacher/therapist to the school principal.
Good Cause "A-ESOL" – An English Language Learner (ELL) who has had less than two years of instruction in English for Speakers of Other Languages (ESOL) program (not including PreK) based on the initial date of entry into a school in the United States (DEUSS), can be placed for good cause. The ELL Committee must be convened, and the recommendation to exempt the student from the promotion criteria must be included in the ELL Committee Report. (Use this exemption first for eligible K-2 English Language Learners.)
Good Cause "A-504" – A student with a Section 504 plan can be placed for good cause if the Report of Conference Form indicates the student's disability along with the recommendation and reasons for the student's exemption from the promotion criteria in reading and mathematics. Documentation of remediation in reading and/or mathematics will be included within the school-wide progress monitoring plan.
Good Cause "A-Com" – A student in grades K-2 can be placed for good cause if a committee comprised of the student's teachers, school counselor, or other appropriate personnel as designated by the principal documents the recommendation and the reasons for the student's exemption from the promotion criteria. Documentation could be included in a student portfolio, case conference notes, or documentation in the school-wide progress monitoring plan. Student will receive intervention and support in the next grade level. No student can be assigned to a grade level based solely on age or other factors that constitute social promotion.

Good Cause Criteria for Grade 3

Good Cause Criteria:

Per state statute, a student may not be retained more than once in grade 3. A student is exempt from retention for good cause and placed in the next grade if the student meets one of the following. 3rd grade good cause is defined as:

3rd Grade Good Cause
Good Cause "1" –English Language Learners who have had less than two years of instruction in English for Speakers of Other Languages (ESOL) program (not including~~excepting~~ PreK) based on the initial date of entry into a school in the United States (DEUSS). The ELL Committee must be convened, and the recommendation to exempt the student from the promotion criteria must be included in the ELL Committee Report.
Good Cause "2" – Students with disabilities whose Individual Education Plans (IEP) indicate that participation in statewide assessment is not appropriate, consistent with the requirements of section 1008.212, F.S..
Good Cause "3" – Students who demonstrate an acceptable level of performance on an alternative standardized reading assessment ~~approved by the State Board of Education, administered after the results of the required state assessments are received. The acceptable levels of performance on the alternative assessments for grade 3 is at or above the 45th percentile on the reading comprehension measure of the Stanford Achievement Test 10 or the 50th percentile or above on the spring i-Ready reading diagnostic as the alternative standardized assessments.~~ that has been approved by the Department of Education, administered after the required grade 3 statewide standardized English Language Arts assessment under Section 1008.22, F.S. The required percentile passing score for each approved alternative standardized reading assessment will be determined by the Department of Education.
Good Cause "4" – Students who demonstrate, through a student portfolio, that they are reading on grade level as evidenced by demonstration of mastery of the State Standards in reading equal to at least a Level 2 performance on required state assessment. To demonstrate mastery of the required reading skills, the student portfolio must: • be selected by the student's teachers as determined by district criteria; • be an accurate picture of the student's ability and include only student work that has been independently produced in the classroom; include evidence that the benchmarks assessed by the grade 3 reading required state assessment have been met. This includes multiple-choice items and passages that are approximately 60% literary text and 40% informational text, and that are between 100-700 words with the district's/school's adopted core reading curriculum that are aligned with the State Standards. A parent of a student in grade 3 who is identified at any time during the year as being at risk of retention may request that the school immediately begin collection of evidence for a portfolio.

Good Cause "5" – Students with disabilities who take the statewide, standardized English Language Arts assessment and who have an individual education plan or a Section 504 plan that reflects that the student has received intensive instruction in reading or English Language Arts for 2 years or more but still demonstrates a deficiency and was previously retained in kindergarten, grade 1, grade 2, or grade 3.
Good Cause "7"– Any third-grade student receiving intensive remediation in reading for two or more years, but still has deficiency in reading and has been previously retained in K-3 for a total of two years. If placed under this exemption, intensive reading instruction must include an altered instructional day that includes specialized diagnostic information and specific reading strategies. A student may not be retained more than once in 3rd grade. Any currently retained 3rd grader would qualify for this Good Cause.

The school district Superintendent shall accept or reject the school principal's recommendation in writing.

Good Cause Criteria for Grades 4-5

No student may be assigned to a grade level based solely on age or other factors that constitute social promotion. 4th and 5th Grade good cause is defined as:

Grade 4-5 Good Cause
Good Cause "A-ESE" –A student in grades 4-5 with a disability can be placed for good cause if the Individual Education Plan (IEP) indicates that the student is making adequate progress towards their individual goals and/or is receiving services appropriate to progressing their individual skills. Documentation indicates that the promotion of the student with disabilities is appropriate, based upon the student's academic record, and shall be submitted from the student's teacher/therapist to the school principal.
Good Cause "A-ESOL"—An English Language Learner (ELL) who has had less than two years of instruction in English for Speakers of Other Languages program based on the initial date of entry into a school in the United States (DEUSS), can be placed for good cause. The ELL Committee must be convened, and the recommendation to exempt the student from the promotion criteria must be included in the ELL Committee Report.
Good Cause "A-504" – A student with a Section 504 plan can be placed for good cause if the Report of Conference Form indicates the student's disability along with the recommendation and reasons for the student's exemption from the promotion criteria in reading and mathematics.
Good -Cause "A-Com"-- A student in grades 4-5 can be placed for good cause if a committee comprised of the student's teachers, school counselor, or other appropriate personnel as designated by the principal documents the recommendation and the reasons for the student's exemption from the promotion criteria. Documentation could be included in a student portfolio, case conference notes, or documentation in the school-wide progress monitoring plan. Student will receive intervention and support in the next grade level. No student can be assigned to a grade level based solely on age or other factors that constitute social promotion.

~~Good cause must be documented in the comment section on the student's cumulative folder by stating, "Student is placed for good cause into grade (state grade)." Promotion decisions will be made at the end of the school year.~~

Summer School Promotion

Summer school reading programs are provided for third grade students who do not meet the promotion criteria or who are not approved for Good Cause placement. Third grade students who meet state defined criteria at the end of the Summer Reading Camp will qualify for good cause.

III. Intensive Intervention

Parent Notification of a Reading Deficiency for Students Grades K-5 (F.S. 1008.25)

Parents of students in kindergarten through grade 5 who exhibit a substantial reading deficiency based upon

screening, diagnostic, progress monitoring, assessment data, statewide assessments, or teacher observations must receive notification in writing of the following:

~~75.~~74. that their child has been identified as having a substantial reading deficiency, including a description/explanation in parent friendly terms, of the exact nature of the child's difficulty in reading achievement;

~~76.~~75. a description of the current services that are provided to the child;

~~77.~~76. a description of the proposed interventions and supports that will be provided to the child to remediate the reading deficiency;

~~78.~~77. that if the reading deficiency is not remediated by the end of grade 3, the child must be retained unless the child meets good cause criteria;

~~79.~~78. strategies, including multisensory strategies, the parent can use through a read-at-home plan, including electronic resources compiled by the Department of Education, to help their child succeed in reading;

~~80.~~79. that the statewide, standardized English Language Arts assessment is not the sole determiner of promotion for grade 3 and that additional evaluations, portfolio reviews, and assessments are available to assist parents and the district in knowing when a child is reading at or above grade level and ready for promotion;

~~81.~~80. that any grade 3 student who is identified as being at risk for retention, the parent can request the school immediately begin collecting evidence for a portfolio; and

81. the district's specific criteria and policies for mid-year promotion for student retained in grade 3.

82. information about the student's eligibility for the New Worlds Reading Initiative under s. 1003.485 and information on parent training modules and other reading engagement resources available through the initiative.

After initial notification, the school shall apprise the parent at least monthly of the student's progress in response to the intensive interventions and supports. Such communications must be in writing and must explain any additional interventions or supports that will be implemented to accelerate the student's progress if the interventions and supports already being implemented have not resulted in improvement

~~Please see Appendix B – Elementary Reading Decision Tree.~~

In addition, schools may not wait for a kindergarten through grade 3 student to receive a failing grade at the end of a grading period to identify the student as having a substantial reading deficiency and initiate intensive interventions.

Please see Appendix B – Elementary Reading Decision Tree.

Services for Students Retained in Grade 3

Students retained in grade 3 must be provided a highly effective teacher as determined by the teacher's performance evaluation under section 1012.34, F.S. and beginning July 1, 2020, the teacher must also be certified or endorsed in reading. In addition, these students must be provided intensive interventions in reading to remediate the student's specific reading deficiency and prepare the student for promotion. These interventions must include:

~~82.~~83. Evidence-based, explicit, systematic, and multisensory reading instruction in phonemic awareness, phonics, fluency, vocabulary, and comprehension and other strategies prescribed by the school district.

~~83.~~84. Participation in the school district's summer reading camp, which must incorporate the instructional and intervention strategies above.

~~84.~~85. A minimum of 90 minutes of daily, uninterrupted reading instruction incorporating the instructional and intervention strategies. This instruction may include:

a. Integration of content-rich texts in science and social studies within the 90-minute block.

b. Small group instruction.

c. Reduced teacher-student ratios.

d. More frequent progress monitoring.

e. Tutoring or mentoring.

f. Transition classes containing 3rd and 4th grade students.

g. Extended school day, week, or year.

Services for Students Promoted to Grade 4 with a Good Cause Exemption

Each student who does not achieve a Level 3 or above on the statewide, standardized English Language Arts assessment, or the statewide, standardized Mathematics assessment must be evaluated to determine the nature of the student's difficulty, the areas of academic need, and strategies for providing academic supports to improve the student's performance. A student who is not meeting the school district or state requirements for satisfactory performance in English Language Arts and mathematics must be covered by one of the following:
1. A federally required student plan such as an individual education plan;
2. A schoolwide system of progress monitoring for all students, except a student who scores Level 4 or above on the English Language Arts and mathematics assessments may be exempted from participation by the principal; or
3. An individualized progress monitoring plan.

A student who is promoted to grade 4 with a good cause exemption shall be provided intensive reading

instruction and intervention that include specialized diagnostic information and specific reading strategies to meet the needs of each student so promoted. The school district shall assist schools and teachers with the implementation of explicit, systematic, and multisensory reading instruction and intervention strategies for students promoted with a good cause exemption which research has shown to be successful in improving reading among students who have reading difficulties. (Section 1008.25(4), F.S., and Section 1008.25(6)(b), F.S.)

Middle School Education (Grades 6-8), Section 4.9.2

I. Program of Studies Grades 6-8

A. Course Offerings

Middle school grades 6-8 basic education course offerings are selected from the Florida Department of Education's Course Code Directory and approved by the district.

The program of studies for middle school grades includes the following state and local offerings:

Language Arts	Art
Mathematics	Music
Science	Physical Education/Health
Social Studies	Career/Technical Education
Reading	Foreign Language

Advancement Via Individual Determination

Other enrichment and exploratory courses may be offered by individual middle schools, such as dance, drama, agriculture, and gifted services. Each school will hold a parent meeting either in the evening or on a weekend to inform parents about the school's curriculum and activities.

Middle school students may have the opportunity to earn high school credits and/or industry certifications.

In addition to ~~research~~evidenced-based reading courses, reading instruction is integrated throughout the entire curriculum. All middle schools must follow the district-approved curriculum. Schools are prohibited from suspending a regular program of curricula to administer practice tests or engage in other test-preparation activities for a statewide assessment. However, activities including instruction on test-taking strategies are authorized.

Students are required to be enrolled on a full-time basis, to include 7 courses or the equivalent. If there are extenuating circumstances, students may use a combination of Manatee Virtual School courses and traditional courses to meet the full-time criteria.

In order to use this option, seats must be available in the required Manatee Virtual School courses, and principal approval is required. Students wishing to have a part-time enrollment status may do so by registering as a home education student. Home education students may take up to 3 courses at their districted school, providing there is room in the course(s).

An English Language Learner (ELL) with no prior school records shall be assigned to a grade level based on

age-appropriate placement.

B. Required Courses

~~85.~~86. Promotion from middle school to high school requires that the student successfully complete three middle school or higher courses in each of the following:

a. English Language Arts

b. Mathematics

c. Social Studies (including Civics, assessed by a state required End-of-Course Exam)

d. Science

~~86.~~87. Social Studies:

The required study of state and federal government and civics education will be incorporated into Civics. One of these courses must be at least a one-semester civics education course. Each student's performance on the statewide, standardized EOC assessment in civics education constitutes 30 percent of the student's final course grade. A middle grades student who transfers into the state's public school system from out-of-country, out-of-state, private school, or a home education program after the beginning of the second term of grade 8 is not required to meet the c~~C~~ivics education requirement for promotion from the middle grades if the student's transcripts document passage of three courses in social studies or two year-long courses in social studies that includes coverage of civics education.

~~87.~~88. Language Arts:

English Language Arts must emphasize literature, informational/technical text, writing, listening and speaking, and language.

~~88.~~89. Mathematics:

Each middle school must offer at least one high school-level mathematics course for which students may earn high school credit.

C. Physical Education

~~89.~~90. Middle schools must offer the equivalent of one class period per day of physical education for one semester of each year for students enrolled in grades 6 through 8.

~~90.~~91. Physical Education Waiver:

Parents may submit a waiver of the physical education requirement for their child. Students in grades 6-8 are eligible to waive the physical education requirement if they meet any of the following criteria:

a. The student is enrolled in a remedial course.

b. The student's parent indicates in writing to the school that:

(i) The parent requests that the student enroll in another course from among those courses already offered as options by the school district as space allows; or

(ii) The student is participating in physical activities outside the school day which are equal to or in excess of the mandated requirement. Students who use the waiver because they participate in physical activities outside the school day must be enrolled in school on a full- time basis.

Career Research Course

Middle school students must successfully complete one course in career and education planning which must result in a completed internet-based, customizable personalized academic and career plan for the student. The personalized academic and career plan may be revised as the student progresses through middle school and high school. The course must include research-based assessments to assist students in determining educational and career goals, emphasize the importance of entrepreneurship and employability skills, and must include information from the Department of Economic Opportunity's economic security report under s. 445.07, F.S.

The personalized academic and career plan must inform students of:

~~91.~~92._____high school graduation requirements, including a detailed explanation of the requirements for earning a high school diploma designation under s. 1003.4285, F.S.,

~~92.~~93._____the requirements for each scholarship in the Florida Bright Futures Scholarship Program;

~~93.~~94._____state university and Florida College System institution admission requirements;

~~94.~~95._____available opportunities to earn college credit in high school, including Advanced Placement (AP) courses; the International Baccalaureate (IB) Program; the Advanced International Certificate of Education (AICE) Program; dual enrollment, including career dual enrollment; and

~~95.~~96._____career education courses, including career-themed courses, pre-apprenticeship and apprenticeship programs, and course sequences that lead to industry certification pursuant to ss. 1003.492 or 1008.44, F.S.

Health Education

Comprehensive health education addresses 14 component areas under Florida State Statute 1003.42 (2)(n) - Required Instruction

Grades K-12

- Community health
- Consumer health
- Environmental health
- Family life
- Injury prevention and safety
- Internet safety
- Nutrition
- Personal health
- Prevention and control of disease
- Substance use and abuse
- Prevention of child sexual abuse, exploitation, and human trafficking

For students in grades 7 through 12, shall include a teen dating violence and abuse. This component must include that includes, but is not be limited to, the definition of dating violence and abuse, the warning signs of dating violence and abusive behavior, the characteristics of healthy relationships, measures to prevent and stop dating violence and abuse, and community resources available to victims of dating violence and abuse.

For students in grades 6 through 12, shall include an awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy.

Life Skills
Life skills that build confidence, support mental and emotional health, and enable students to overcome challenges, including:

- a. Self-awareness and self-management.
- b. Responsible decision making.
- c. Resiliency.
- d. Relationship skills and conflict resolution.
- e. Understanding and respecting other viewpoints and backgrounds.

~~Comprehensive age-appropriate and developmentally appropriate K-5 health education that addresses concepts of community health, consumer health, environmental health, and family life, including~~

~~a. Mental and emotional health~~

~~b. Injury prevention and safety~~

~~c. Internet safety~~

~~d. Nutrition~~

~~e. Personal Health~~

~~f. Prevention and control of disease~~

~~g. Substance abuse; and~~

~~h. Prevention of child sexual abuse, exploitation, and human trafficking.~~

~~The health education curriculum shall include an awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy.~~

A link to access and review the instructional materials used to teach the curriculum will be included on the district's website ~~homepage~~. The process to request an exemption will also be posted on the district's website. ~~homepage~~.Appendix C contains the Parent Opt Out form for Health Education.

~~A parent may make a written request to the school principal to exempt his or her student from the teaching of reproductive health or any disease, including HIV/AIDS.~~

Required Remediation

Participation in the assessment program is mandatory for all students enrolled in a public school. Students must earn a Level 3 or higher in English Language Arts (ELA) and/or Mathematics on a standardized assessment within the last 2 or more consecutive years. Students who do not meet this criteria may be required to receive enhanced instruction through a course that will assist in building the student's skills and in mastering standards.

School administrators may use district benchmark assessments to determine proficiency if no state standardized assessment scores are available at the time of enrollment.

Intensive Instruction Waiver:

Parents may submit a waiver of the intensive instruction requirement for their child to the student's school counselor. Exercising this option can jeopardize a student's opportunity for an ESE assessment waiver and prohibit students from participation in alternative graduation options in high school. The following criteria must be met to qualify for this waiver:

~~96.~~97._____Parents must complete the Intensive Instruction Waiver Request Form.

~~97.~~98._____Student must be in 6th-11th grade.

Advancement Via Individual Determination (AVID)

AVID is an elective course designed to prepare students for college readiness and success. Students who apply for and are accepted into the course must also take at least one advanced level or high school credit course. The AVID curriculum supports students as they undertake the most rigorous courses, with emphasis on writing as a learning tool, the inquiry method, collaborative grouping, organization, and academic reading.

Academically Challenging Curriculum to Enhance Learning (ACCEL)

Each school must offer the following ACCEL options: whole-grade and mid-year promotion, subject-matter

acceleration, virtual instruction in higher grade-level subjects, and Credit Acceleration Program (CAP). Whole-grade and mid-year promotion requires secondary students to meet student progression course/credit promotion criteria. Subject-matter acceleration is available when a student has met the prerequisite course requirements for that content area. Virtual instruction in higher grade-level subjects is available when students have exhausted the course offerings at the school and students meet the course prerequisites. The Credit Accelerated Program may be used for any course that requires an end-of-course exam to earn credit in the course. In addition to these requirements, the following must be considered when establishing eligibility:

~~98.~~99. the student's performance on required state assessments

~~99.~~100. the student's grades or grade point average

~~100.~~101. the student's attendance and conduct

~~101.~~102. teacher and school counselor recommendations

Each school must inform students and parents of these options. A student or a parent may request one of the options by written request to the principal. This request will be followed by a parent conference to discuss eligibility and placement.

II. Promotion and Retention

Promotion Requirements

Students will be promoted to the next grade level based on the number of years in middle school. Students who do not meet promotion criteria to 9th grade will be supported in the next grade level through intensive remediation as well as an alternative instructional setting.

To be promoted from 8th grade to high school, a student must successfully complete 12 core academic courses to include 3 courses in each of the following academic areas:- language arts, math, science, and social studies (to include Civics). Students who do not meet promotion criteria to 9th grade will be supported in the next grade level at an alternative instructional setting

Promotion from 8th grade to 9th grade for a student who transfers into Florida from out-of-state during middle school will be based on the student successfully completing the number of core courses in language arts, mathematics, science, and social studies for each year the student has been in Florida. If a student transfers into a Florida public middle school from a Florida private school during their middle grade years, the student must meet all promotion requirements as defined by state statute.

If a student has successfully completed a high school course, failure of the End-of-Course Assessment will not result in the student being retained in middle school.

8th grade students who are enrolled in a virtual program for an academic course must complete the academic course by the last day of school or will be placed in an alternative instructional setting.

Middle School Grading

Grading Scale:

Student achievement in all courses will be evaluated using numeric and letter grades. As designated in Florida Statute, letter grading scale and definitions adopted for all courses in grades 6 through 8 are as follows:

Value	Numeric Range	Letter Grade	Definition
4	90-100	A	Outstanding Progress
3	80-89	B	Above Average Progress
2	70-79	C	Average Progress
1	60-69	D	Lowest Acceptable Progress
0	0-59	F	Failure

Note: W = Withdrawn I = Incomplete* NG—No Grade Assigned

*An incomplete grade ("I") will be changed to a letter grade upon completion of all course requirements within 10 school days of the I being issued, under normal circumstances. If after ten days the course requirements are not completed, the incomplete grade will become an "F."

A progress report or report card grade cannot be more than 100%. Students must be notified in writing at the beginning of each course as to how their grade will be determined. This could be included in the Course Syllabus or information shared with students and parents.

Exam Exemptions:

Schools shall not exempt students from academic performance requirements such as final exams, based on practices or policies designed to encourage student attendance. A student's attendance record may not be used in whole or part to provide an exemption from any academic performance requirement.

Progress Reports:

Progress reports are ~~issued~~posted mid-way through each quarter (approximately 4.5 weeks) to notify students and their parents or guardians of mid-term academic progress. Progress reports are available via the Parent Portal. Schools may print Progress Reports at the ~~P~~principal's discretion. Parents may request a printed copy of the progress report. Additionally, parents may monitor student progress regularly through the FOCUS Parent Portal. To communicate with teachers, parents may contact each teacher by phone at school or through email.

Grades for courses taken through Manatee Virtual School and course recovery will not be included on the mid-quarter Progress Report.

Report Cards:

Report cards, which are available on a quarterly basis, specify the student's academic performance, conduct and behavior, and attendance, including absences and tardies. Academic performance is based on examinations as well as written papers, class participation, and/or other academic performance criteria. Report cards are available via the Parent Portal. Schools may print report cards at the pPrincipal's discretion. Parents may request a printed copy of the report card.

Makeup Work:

Following an excused absence, the students have the responsibility to contact their teachers on the next attendance day in order to obtain any missed assignments. Work assigned prior to the absence is due the day the student returns to school. Work assigned during the student's absence is due within a period of time equal to the number of days that the student was absent.

End of Year Grades:

The end of the year average in the district grade book system is based on the average of all four quarters, with the requirement that a passing grade must be earned either third or fourth quarter in order for the student to pass the course for the year. Letter grades will be awarded based on the district grade-ing scale.

For middle school courses that do not have a state-required End-of-Course Exam, a point system has been established for the benefit of students who may have experienced an unsuccessful quarter.

Teachers are to award whichever grade is the highest for each student -- the grade determined by the average of the four quarters, or the grade determined by the Point System. Students are still required to earn a minimum of at least one (1) point in second semester for either method of grading.

The Point System for End-of-the-Year Grades is determined as follows:

Each quarter grade will be assigned a value selected from the following:	To determine the end-of-year grade for a middle school course, total the numerical values of the four quarters and select the grade from the table below:
A = 4 B = 3 C = 2 D = 1 F = 0	A = 14 – 16 B = 10 – 13 C = 6 – 9 D = 3 – 5 F = 0 – 2

If the grade book program average and the grade determined by the point system differ, the student is to be given the higher of the two grades as long as the student earns at least one (1) point in second semester.

Grades for high school courses are calculated each semester according to the high school procedures and, therefore, do not have an end of the year grade. Middle school semester-long courses that do not have a state mandated EOC will be calculated by averaging the two quarters to determine a semester-long final grade.

The Ppoint Ssystem cannot be used to determine the end-of-year grades for Civics. It must be calculated using the EOC as 30% of the year-long course grade. Students are not required to earn at least 1 point in 3rd or 4th

quarter as the final grade is strictly based on the average of the 4 quarters and the EOC.

The final grade for Civics will be calculated as follows:

Quarter 1—17%

Quarter 2—18%

Quarter 3—17%

Quarter 4—18%

EOC—30%

Semester grades in Civics for students using an ESE End-of-Course Assessment Waiver will be averaged as follows:

Quarter 1=25%

Quarter 2 =25%

Quarter 3 =25%

Quarter 4 =25%.

Parent Notification:

Each year, to prepare students for career and postsecondary education planning, all middle schools shall notify students in grades 6 - 8 and their parents of the three-year and four-year high school graduation options, so that they may select the program that best meets the student's needs. This notification shall be conducted prior to the annual course selection so that a student's academic plan and a time frame for achieving the graduation option may be modified to meet the student's needs. The selection of a graduation option is an exclusive choice of the student and parent. However, if a diploma option is not selected, the choice will revert to the standard four-year diploma option, which requires 24 credits.

III. Transfer Students

Transfer Grade Policy

The procedures relating to the acceptance of transfer work and courses for students entering Florida's public schools composed of middle grades 6, 7, and 8 from out of state or out of country are as follows:

~~102.~~103. Grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value, subject to validation if required by the receiving school's accreditation. If validation of the official transcript is deemed necessary, or if the student does not possess an official transcript or is a home education student, successful completion of courses shall be validated through performance during the first grading period as outlined in subsection (b) of this rule.

~~103.~~104. Validation of courses shall be based on performance in classes at the receiving school. A student transferring into a school shall be placed at the appropriate sequential course level and should be passing each required course at the end of the first grading period. Students who do not meet this

requirement shall have courses validated using the Alternative Validation Procedure, as outlined below.

~~104.~~105. Alternative Validation Procedure. If validation based on performance as described above is not satisfactory, then any one of the following alternatives identified in the district S~~s~~tudent P~~p~~rogression P~~p~~lan shall be used for validation purposes as determined by the teacher, principal, and parent or guardian:

a. Portfolio evaluation by the superintendent or designee;

b. Demonstrated performance in courses taken at other public or private schools that are accredited;

c. Demonstrated proficiencies on nationally-normed standardized subject area assessments;

d. Demonstrated proficiencies on the required state assessment; or

e. Written review of the criteria utilized for a given subject provided by the former school.

Students must be provided at least ninety (90) days from date of transfer to prepare for assessments outlined above if required.

~~105.~~106. Transferring students who are not proficient in English should receive immediate and intensive instruction in English language acquisition.

Virtual School Transfers

Students who are enrolled full time in a virtual school program are required to meet the same promotion requirements of all other public school students in the state of Florida.

For a student who transfers back into a non-virtual district school any time during the year, the student shall be required to bring evidence of grades in progress as documented by withdrawal forms, p~~P~~rogress r~~R~~eports, or r~~R~~eport c~~C~~ards.

If the student is able to produce the required documentation, the grades received while attending the virtual school program will become part of the student's record in the same manner as any other transfer student. However, if the student is unable to provide the required documentation, validation of courses shall be based on performance during the first grading period in the non-virtual district school classroom. This validation will follow the same procedures as outlined under Transfer Grade Policy.

IV. Course Acceleration and Enrichment

Principals may override district criteria and place students in high school dual enrollment courses based on data indicating that the student is capable of success in the courses. This data must be documented.

High School Credit Courses Offered in Middle School

High school dual credit courses provide middle school students who have advanced skills the opportunity to pursue a more rigorous education. The expectation is that these students will take challenging courses, such as

Advanced Placement, AICE, International Baccalaureate, and College Dual Enrollment, during their senior year of high school. High school credit courses are not offered in middle school for the purpose of graduating early or experiencing an "easier" senior year. Failure to take rigorous academic courses during the senior year could prevent a student from being accepted into many colleges and universities. Parents of student athletes who take high school courses in middle school should visit the National Collegiate Athletic Association (NCAA) web-site.

Each middle school may offer dual enrollment high school courses based on the needs of their students, special program requirements, and whether the minimum number of students enroll in the course. Course offerings vary by school; please see the school's Curriculum Guide for specific course offerings.

Career and Technical Education (CTE) courses that have been approved by the Director of CTE, articulate to high school CTE programs in their feeder pattern, and are the introductory course in a specific program of study.

A Curriculum Modification Request Form can be submitted by the principal to the Office of Student Assignment for the Deputy Superintendent for Instructional Services to request approval to offer high school credit courses.

~~106.~~107. Grades for high school courses taken during middle school will appear on the high school transcript and will be averaged in with the high school grade point average. Students must carry forward all grades and any credits earned in high school courses.

~~107.~~108. ~~Both~~ State assessments, benchmark data and course grades must be monitored. If a middle school student is struggling in a high school course during first or second quarter, a schedule change may be implemented by the school administrator to move the student to the middle school course, as long as there is room in the course. Remaining in high school courses places the middle school student at risk of failing a required core subject. The schedule change must be made before the end of first semester.

Once the semester is completed and the student has earned the high school credit, the grade and credit cannot be removed from the high school transcript, even if the grade is a" "D or "F".

~~108.~~109. Middle school students who earn a "C" or lower in a high school course are strongly encouraged to retake the course under the Grade Forgiveness Policy.

~~109.~~110. Schools will use district criteria for identifying eligible students for enrollment in honors or high school credit courses. Schools must have a plan for reviewing students' required state assessments scores and their grade point averages to ensure that all eligible students are considered for placement into these courses. Principals may override the district criteria and place students in dual enrollment courses based on data indicating that the student is capable of success in the courses. This data must be documented.

~~110.~~111. AVID students must be placed in at least one honors, advanced, or dual enrollment course. Principals are encouraged to make exceptions to the placement criteria in the AVID students' areas of strength. Special consideration should be given to placing students in Algebra 1 Honors in an AVID student's 8th grade year.

District Criteria for Enrollment in High School Credit Courses

Students earning a "D" or "F" in a high school credit course at the end of the first semester may be withdrawn and scheduled into a middle school course in the same subject area by the school administrator.

~~111.~~112. English I Honors:

The student must have earned a Level 3, 4, or 5 on the most current required state assessment in English Language Arts (ELA) or have both of the following:

a. teacher, counselor, and/or administrator recommendation

b. 3.5 grade point average for the year in the 7th grade Advanced Language Arts course

~~112.~~113. 8th Grade Algebra I or Algebra I Honors:

The student must have earned a Level 3, 4, or 5 on the most current required state assessment in Mathematics or have both of the following:

a. teacher, counselor, and/or administrator recommendation

b. 3.5 grade point average for the year in the 7th grade Advanced Mathematics course

~~113.~~114. 7th Grade Algebra I Honors:

The student must have earned a Level 4 or 5 on the most current required state assessment in Mathematics, scored a stanine of 8 or 9 on the Iowa Algebra Prognosis Test, completed the district developed summer assignment, or have both of the following:

a. teacher, counselor, and/or administrator recommendation

b. 3.5 grade point average for the year in the 6th grade Advanced Mathematics course

~~114.~~115. 8th Grade Geometry Honors:

The student must have earned a "C" or higher in each semester of Algebra I Honors and must have passed the End-of-Course Assessment. A student who passes the Algebra I Honors course but does not pass the Algebra End-of-Course Assessment or earned the required comparative/concordant score may not enroll in Geometry Honors.

~~115.~~116. World Languages I:

The student must have earned a Level 4 or 5 on the most current required state assessment in English Language Arts or have both of the following:

a. teacher, counselor, and/or administrator recommendation

b. 3.0 grade point average in the previous year's Advanced Language Arts course

~~116.~~117. World Languages II:

a. the student earned a 3.0 grade point average in the first year of the World Language course; and

b. teacher, counselor, and/or administrator recommendation

~~117.~~118. Physical Science Honors/Integrated Science Honors:

The student must have earned a Level 4 or 5 on the most current required state assessment in English Language Arts and Mathematics or have both of the following:

a. a 3.0 grade point average in the previous year's Advanced Science course.

b. teacher, counselor, and/or administrator recommendation

~~118.~~119. Career & Technical Courses:

a. CTE teacher, counselor, and/or administrator recommendation; and

b. The student must have earned a 3.0 grade point average in the previous year's course within the same or similar curricular area. ~~CTE course~~.

Awarding Grades and Credits for High School Credit Courses in Middle School

Course Requirements:

High school dual enrollment courses must meet all of the requirements of high school courses. High school requirements include:

~~119.~~120. assessment of students through a semester exam;

~~120.~~121. administration of any state-required end-of-course exams;

~~121.~~122. calculation of the semester grade using the high school procedure;

~~122.~~123. minimum 135 hours as required in Florida Statute;

~~123.~~124. district-approved instructional materials aligned with the district-approved curriculum; and

~~124.~~125. reporting of the first and second semester grades to the high school the student will attend.

Grades:

Course grades will be averaged as follows:

The student's semester grade is calculated by averaging according to the following scale:

Quarter 1 = 40%
Quarter 2 = 40%
Benchmark Assessment or teacher designed exam = 20%

Quarter 3 = 40%
Quarter 4 = 40%
Benchmark Assessment or teacher designed exam = 20%

All state generated EOCs (Algebra I and Geometry) will constitute 30% of the final course grade. The grade will be calculated as follows:

Quarter 1 = 35%	Quarter 3 = 35%
Quarter 2 = 35%	Quarter 4 = 35%
Semester Exam = 30%	EOC = 30%

Credit Recovery courses will follow the same grade calculation as all other similar courses.

End-of-Course Assessment Waiver

A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for who the IEP committee determines that an end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end-of-course assessment results waived for the purpose of determining the student's course grade and credit as required. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An individual IEP team will examine all information for each ESE student, and then make a determination regarding the potential for the results of the EOC to be waived.

Any waiver of the statewide, standardized assessment requirements by individual education plan team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent.

Semester grades for students using an End-of-Course Waiver will be averaged as follows:

Semester 1: Quarter 1=50% and Quarter 2 =50%

Semester 2: Quarter 3 =50% and Quarter 4 =50%.

Florida Course Credit Statute

Florida Statute requires that a student enrolled in a year-long course shall receive a full credit if the student passes one semester of the course but fails the other semester based on the defined recalculation process. This statute may also be applied if recalculation of a year-long grade would result in a higher final grade for the student, even if a semester grade of "F" was not earned. A student or parent must request this recalculation in

writing. Schools must ensure students and parents are aware of this option.

The numeric semester grades will be averaged to calculate a year-long grade. If this average is to the student's benefit, it will be entered on the student's academic history as the final grade for the course. Each school will follow the district plan to ensure that the grade recalculation is completed and entered into the student system.

Courses carried forward as high school credit will be used to satisfy the high school graduation and Florida Academic Scholars Award requirements. A middle school student must be granted credit toward high school graduation requirements for courses taken through dual enrollment.

Once a high school grade is earned (credit carried forward to high school), that grade becomes a permanent record on the student's transcript and may not be removed from the transcript.

High School Dual Enrollment Courses - End-of-Course Exams (EOC):

~~125.~~126. To earn high school credit for Algebra I, a middle school student must take the state-wide standardized Algebra I EOC assessment and pass the course. The student's performance on the Algebra I EOC assessment constitutes 30% of the student's final course grade. If a student passes the course but does not pass the EOC, the promotion requirement for middle school is met, but the student must pass an Algebra I EOC retake or have earned a comparative/concordant score on a state approved assessment in order to earn a high school diploma.

To earn high school credit for a Geometry course, a middle school student must take the state-wide standardized Geometry EOC assessment, which constitutes 30% of the student's final course grade, and earn a passing grade in the course.

Semester grades for ~~student~~students who do not take the semester exam will be calculated with a 0% as the exam portion of the grade calculation. All make-ups for semester 1 exams must be completed within 10 school days following the semester 1 exam window. Once the exam is completed, the semester grade will be recalculated.

~~126.~~127. Students enrolled in a high school course with a statewide, standardized end-of-course assessment shall not take the corresponding grade-level required state assessment.

~~127.~~128. A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for whom the IEP committee determines that an end-of-course (EOC) assessment with accommodations cannot accurately measure the student's abilities, shall have the EOC assessment results waived for the purpose of determining the student's course grade and credit. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An IEP team will examine all information for each ESE student and make a determination regarding the potential for the results of the EOC to be waived.

Any waiver of the statewide, standardized assessment requirements by the IEP team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent.

District Criteria for Enrollment in Advanced Middle School Courses

Students/Parents may request enrollment in advanced middle school courses during the course selection process in the spring. Upon verification that required criteria has been met, enrollment will be granted. Principals may override the district criteria and place students in advanced courses based on data indicating that the student is capable of success in the courses. This data must be documented. AVID students must be placed in at least one honors, advanced, or dual enrollment course. Principals are encouraged to make exceptions to the placement criteria in the AVID students' areas of strength.

~~128.~~129. Accelerated Math:

The student must have earned a Level 3 or above on the most current required state assessment in Mathematics or have both of the following:

a. teacher, counselor, and/or administrator recommendation

b. 3.0 grade point average for the year in the previous year's Mathematics course

~~129.~~130. Advanced Language Arts

The student must have earned a Level 3 or above on the most current required state assessment in English Language Arts (ELA) or have both of the following:

a. teacher, counselor, and/or administrator recommendation

b. 3.0 grade point average for the year in the previous year's Language Arts course

~~130.~~131. Advanced Science:

The student must have earned a Level 3 or above on the most current required state assessment in Science, Mathematics, or English Language Arts (ELA) or have both of the following:

a. teacher, counselor, and/or administrator recommendation

b. 3.0 grade point average for the year in the previous year's Science course

~~131.~~132. Advanced Social Studies:

The student must have earned a Level 3 or above on the most current required state assessment in English Language Arts (ELA) or have both of the following:

a. teacher, counselor, and/or administrator recommendation

b. 3.0 grade point average for the year in the previous year's Social Studies course

Credit Acceleration Program (CAP)

The Credit Acceleration Program (CAP) is created for the purpose of allowing a student to earn high school credit in a course that requires a statewide, standardized end-of-course assessment if the student attains a

specified score on the assessment. The school district shall award course credit to a student who is not enrolled in the course, or who has not completed the course, if the student attains a score indicating satisfactory performance on the corresponding statewide standardized end-of-course assessment. The school district shall permit a student who is not enrolled in the course, or who has not completed the course, to take the standardized end- of-course assessment during the regular administration of the assessment.

The credit awarded is for the regular course level and not the honors level. The credit for this course is not weighted for GPA calculation purposes.

If a student fails a course requiring an EOC to earn credit, but attains a score indicating satisfactory performance on the corresponding EOC, credit will be awarded for the course as prescribed by state statute. Students must retake the course in order to use the grade forgiveness policy. The failing grade will be calculated in the GPA unless the student retakes the course and earns a "C" or above.

Grade Forgiveness Policy

Middle school students taking high school courses may repeat and replace a grade of "C", "D", or "F" earned during middle school in the high school course, with a grade of C or higher, earned subsequently in the same or comparable courses.

Credit Recovery courses are credit-bearing courses with specific content requirements defined by ~~Florida State Standards~~state adopted standards. Students enrolled in a Credit Recovery course must have previously attempted the corresponding course (and/or End-of-Course assessment) since the course requirements for the Credit Recovery course are exactly the same as the previously attempted corresponding course. It is important to note that Credit Recovery courses are not bound by Section 1003.436(1) (a), Florida Statutes, requiring a minimum of 135 hours of bona fide instruction (120 hours in a school/district implementing block scheduling) in a designed course of study that contains student performance standards, since the students have previously attempted successful completion of the corresponding course. Additionally, Credit Recovery courses should ONLY be used for credit recovery, grade forgiveness, or remediation for students needing to prepare for an End-of- Course assessment retake.

Alternative Education Programs and the Department of Juvenile Justice

For students in alternative programs, including DJJ, the Career Education component must be completed by all students prior to leaving the 8th grade. For students in DJJ programs, the physical education requirement will be waived if the student is in a commitment program as an eighth grader. Physical education is not available in the DJJ program. For juvenile justice programs and alternative programs offering extended learning opportunities, promotions may occur as the requirements herein described are met.

High School Education (Grades 9-12), Section 4.9.3

I. Program of Studies Grades 9-12

High school basic education course offerings are selected from the Florida Department of Education's Course Code Directory and approved by the Deputy Superintendent for Instruction Services for the School District of Manatee County. All students will receive instruction in reading, English/language arts, mathematics, science, social studies, the arts, health and physical education. The School District of Manatee County will adhere to all statutes regarding required instruction.

Students are required to be enrolled on a full-time basis, to include seven courses or the equivalent. If there are extenuating circumstances, students may use a combination of Manatee Virtual School courses and traditional courses to meet the full-time criteria. In order to use this option, seats must be available in the required Manatee Virtual School courses, and principal approval is required. Students wishing to have a part-time enrollment status may do so by registering as a home education student. Home education students may take up to three courses at their districted school, providing there is room in the courses selected. Home education students will not be awarded a diploma from the School District of Manatee County and may not participate in any senior graduation activities on the districted school campus.

II. Grades and Credits

Grading Scale

Student achievement in all courses will be evaluated using numeric and letter grades. As designated in Florida Statute, the letter grade scale and definitions adopted for all courses in grades 9 through 12 are as follows:

Value	Numeric Range	Letter Grade	Definition
4	90-100	A	Outstanding Progress
3	80-89	B	Above Average Progress
2	70-79	C	Average Progress
1	60-69	D	Lowest Acceptable Progress
0	0-59	F	Failure

Note: W = Withdrawn I = Incomplete* NG—No Grade Assigned

*An incomplete grade ("I") will be changed to a letter grade upon completion of all course requirements within 10 school days of grades being posted, under normal circumstances. If, after 10 days, the course requirements are not completed, the incomplete grade will become an "F."

Exam Exemption Policy:

Seniors who earn a "B" or higher for both third and fourth quarters may exempt the required semester exam. State mandated cEnd-of-cCourse exams and dual enrollment course exams may not be exempted. Grades for students who are eligible to exempt the sSemester cExam will be averaged using only the third and fourth quarter grades. Each quarter will be calculated at 50% of the total semester grade.

Grading Policies:

Schools shall not exempt students from academic performance requirements, such as fiFinal cExams, based on practices or policies designed to encourage student attendance. A student's attendance record may not be used in whole or part to provide an exemption from any academic performance requirement.

Students must be notified in writing at the beginning of each course as to how their grades will be determined. This could be included in the course syllabus or information shared with students and parents.

Pass/Fail grades will not be issued for courses offered in Manatee District Schools. Students who transfer in with a Pass ("P") grade will earn the credit for the indicated course(s) but will not have a grade calculated into their grade point average.

In alignment with post-secondary education, withdrawals from a course will not become part of the student record if the course is dropped within the first ten days of the start of the semester. A "W" (Withdraw) will be recorded after the first ten days but prior to the end of the first/third quarter. Either a "WP" (Withdraw Passing) or "WF" (Withdraw Failing) will be recorded if the course is dropped after the first quarter, indicating the student's progress at the time of withdrawal. There is no impact on GPA.

Progress Reports are issued mid-way through each quarter (approximately 4.5 weeks) to notify students and their parents or guardians of mid-term academic progress. Additionally, parents may monitor student progress regularly through the FOCUS Parent Portal. To communicate with teachers, parents may contact each teacher by phone at school or through email. Many teachers maintain a web page or post through our online platform Schoology to upload information such as homework, other assignments, major projects, unit assessments, and the course syllabus.

Semester Grades

A Semester Exam is required in all courses for high school credit. Semesters Exams may not be given early. Semester grades for students who do not take the semester exam will be calculated with a 0% as the exam portion of the grade calculation. All make-ups for semester 1 exams must be completed within 10 school days following the semester 1 exam window. Once the exam is completed, the semester grade will be recalculated.

Course grades will be averaged as follows:

The student's semester grade is calculated by averaging according to the following scale:

Quarter 1 = 40%	Quarter 3 = 40%
Quarter 2 = 40%	Quarter 4 = 40%
Semester Exam = 20%	Semester Exam = 20%

The Algebra I, Geometry, U.S. History, and Biology EOCs will constitute 30% of the final course grade. The grade will be calculated as follows:

Quarter 1 = 35%	Quarter 3 = 35%
Quarter 2 = 35%	Quarter 4 = 35%Semester Exam = 30%
EOC= 30%	

Credit Recovery courses will follow the same grade calculation as all other similar courses.

End-of-Course Assessment Waiver

A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for who the IEP committee determines that an end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end-of-course assessment results waived for the purpose of determining the student's course grade and credit as required. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An individual IEP team will examine all information for each ESE student, and then make a determination regarding the potential for the results of the EOC to be waived.

Any waiver of the statewide, standardized assessment requirements by individual education plan team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent.

Semester grades for students using an End-of-Course Waiver will be averaged as follows:

Semester 1: Quarter 1=50% and Quarter 2 =50%

Semester 2: Quarter 3 =50% and Quarter 4 =50%.

Florida Course Credit Statute

Florida Statute requires that a student enrolled in a year-long course shall receive a full credit if the student passes one semester of the course but fails the other semester and the average of the two semesters is a 60% or higher based on the defined recalculation process.

If recalculation of a year-long grade, even if a semester grade of "F" was not earned, would result in a higher

final grade for the student, this statute may also be applied. A student or parent must request this recalculation in writing. Schools must ensure students and parents are aware of this option.

The numeric semester grades will be averaged to calculate a year-long grade. If this average is to the student's benefit, it will be entered in the student's academic history as the final grade for the course. Each school will follow the district plan to ensure that the grade recalculation is completed and entered into the student system.

This rule applies when both semesters are taken within one school year, and the student fails one of the two semesters. Students continue to earn ~~a~~ half-credit for passing a semester of a course. This does not affect other credit recovery options.

Make-up Work

Following an excused absence, the student has the responsibility to contact his/her teachers on the next attended day in order to obtain any missed assignments. Work assigned prior to the absence is due the day the student returns to school. Work assigned during the student's excused absence is due within a period of time equal to the number of days that the student was absent.

Grade Point Average

~~132.~~133. A student's cumulative grade point average (GPA) will be calculated based upon all of the courses a student has completed, including courses taken for high school credit in middle school, except those where the forgiveness policy applies. Transfer credit(s) with a grade of Pass (P) will not be calculated into the grade point average. In order to graduate, students must earn a cumulative unweighted GPA of 2.0 on a 4.0 scale.

134. Parents of students who have a cumulative GPA of 1.5 or below at the end of each semester in grades 9, 10, 11, and 12 shall be notified that the student is at-risk of not meeting the graduation requirements. The notice shall contain an explanation of the policies the district has in place to assist the student in meeting the GPA requirement.

~~133.~~

Class Rank

~~134.~~135. For the purposes of class ranking, high schools will use a weighted grading system for appropriate courses as indicated in the Florida Department of Education Comprehensive Course Table for high school credit courses. Class rank for graduation will be determined in January of the current school year. Class rank is determined by a student's cohort, which is defined by the year that the student enters 9th grade.

135. ~~For courses taken prior to the 2016-2017 school year, an additional one (1) weighted grade point will be added to each course grade of a "D" or above in courses designated as weighted in the Florida Department of Education Comprehensive Course Table. The charts below identify the grade weighting rules for courses taken in specified academic years.~~

136. Class rank will be determined based on courses for which credit and grades are awarded toward a Standard Diploma. Students earning a Access Points Pathway Standard Diploma, ~~a Special Diploma~~, Hospital Homebound students, and Home Education students will not be included in the class ranking. A student's rank in class will be determined by using the cumulative weighted grade point average.

137. Class rank will be calculated and locked for graduation recognition purposes ten (10) school days after the end of the first semester. After it is locked, there will be no recalculation of class rank for graduation purposes.

138. Grade weighting is done at the discretion of the school district. The School District of Manatee County will weight all courses, including those transferred in from out of district, based on the scales described ~~in 6 and 7~~ below.

139. ~~For courses taken prior to the 2016-2017 school year, the grade weighting scale is as follows:~~

~~Unweighted~~	~~Weighted~~
~~Grade Points~~	~~Grade Points~~
~~A = 4~~	~~A = 5~~
~~B = 3~~	~~B = 4~~
~~C = 2~~	~~C = 3~~
~~D = 1~~	~~D = 2~~

~~140.~~139. Beginning with courses taken during the 2016-2017 school year and thereafter, the grade weighting scale is as follows:

Unweighted Grade Points	Weighted Honors Course Grade Points	Weighted Advanced Studies Course* Grade Points
A=4	A=4.5	A=5
B=3	B=3.5	B=4
C=2	C=2.5	C=3
D=1	D=1.5	D=2

* (Section 1003.437, F.S., specifies that "For the purposes of class ranking, district school boards may exercise a weighted grading system pursuant to s. 1007.271." For districts that use a weighted grading system, s. 1007.271(18), F.S., states that "school districts and Florida College System institutions must weigh dual enrollment courses the same as A~~a~~dvanced P~~p~~lacement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation or weighting systems that discriminate against dual enrollment courses are prohibited." This provision relating to GPA weighting includes all dual enrollment courses, including career education courses.)

~~141.~~140. Career and Technical Education courses that are Level 3 courses and lead to an industry certification are weighted the same as a grade earned in an Honors course for the purpose of calculating grade point average (GPA).

Honors Recognition

The upper 10% of the graduating class, based on the weighted rank in class, will be graduated with Honors in the recognition of excellence in academic achievement. High schools will determine the top 10% and top 4% of the graduating class using the weighted grade point average. All Honors and Highest Honors students will be recognized at commencement. A Valedictorian and a Salutatorian will not be chosen.

Grade Forgiveness

Achievement of a cumulative grade point average of 2.0 (unweighted) on a 4.0 scale is required for graduation. To assist students in meeting this requirement, districts may offer grade forgiveness policies, summer school, before-school or after-school attendance, special counseling, volunteers or peer tutors, school- sponsored help sessions, homework hotlines, and study skills classes.

~~142.~~141. To assist students in achieving a cumulative grade point average of 2.0 (unweighted) on a 4.0 scale, the forgiveness policy provides that students may replace a "D" or "F" with a grade of "C" or higher, earned subsequently in the same or comparable course. Only one grade and one credit may be earned for the same course. When a course is repeated, all grades appear on the student's transcript. The forgiveness policy applies only when a course is repeated after the course for which the "D" or "F" was earned. Students may repeat a course already passed only once.

~~143.~~142. The only exception to these forgiveness policies shall be made for a student in middle school who takes any high school course for high school credit and earns a grade of "C", "D", or "F". In such cases, the district forgiveness policy must allow the replacement of the grade with a grade of "C" or higher, earned subsequently in the same or comparable course. When a course is repeated, all grades appear on the student's transcript. All grades, except those that meet the conditions of the grade forgiveness policy, will be calculated in the grade point average.

~~144.~~143. In all cases of grade forgiveness, only the new grade is used in the calculation of the student's grade point average. Any course not replaced according to the forgiveness policy is included in the calculation of the cumulative grade point average required for graduation. Post-secondary institutions may have different grade forgiveness policies and could include ALL courses attempted. This could recalculate GPA and affect admissions decisions.

~~145.~~144. Elective courses may be replaced with any other elective course, as long as graduation requirements are still met with the substituted elective course. A student may choose to retake a high school course where no credit was awarded.

Courses for Graduation for Standard Diploma	Course completed	Course(s) that will Forgive the grade

Required specific courses for graduation (Biology, HOPE/PE, Algebra I, Geometry, U.S. History, U.S. Govt., Economics, World History)	Regular course Honors, AP, IB, AICE course	Same course or Honors if available Same course or regular course
Required nonspecific courses for graduation (English, Mathematics, Science)	Regular course Honors, AP, IB, AICE course	Same course or Level 2 or Level 3 course in the same discipline Same course or regular course, or Level 3 course in the same discipline Agriscience Foundations (8106810~~8106680~~), if used as a science credit, can forgive an equally rigorous science
Electives	Any elective	Same course or any elective

Credit Recovery courses are elective credit-bearing courses with specific content requirements defined by Florida State Standards. Students enrolled in a Credit Recovery course must have previously attempted the corresponding course (and/or End-of-Course assessment), It is important to note that Credit Recovery courses are not bound by Section 1003.436(1)(a), Florida Statutes, requiring a minimum of 135 hours of bona fide instruction (120 hours in a school/district implementing block scheduling) in a designed course of study that contains student performance standards, since the students have previously attempted successful completion of the corresponding course. Additionally, Credit Recovery courses should ONLY be used for credit recovery or grade forgiveness or to support on-time graduation.~~.~~

Credits

The granting of course credit is based on an evaluation of the individual student's achievement of established district and state performance standards and other requirements as designated by the teacher. Performance standards will include specific course content as specified in statutes and in the district curriculum.

~~146.~~145. For the purpose of high school graduation requirements, one full credit is determined as follows:

a. A minimum of 135 hours of bona fide instruction in a designated course of study which contains student performance standards; or

b. For schools that have been authorized to implement block scheduling by the district school board, a minimum of 120 hours of bona fide instruction in a designated course of study that contains student performance standards for purposes of meeting high school graduation requirements.

~~147.~~146. One-half (.5) credit means a minimum of 67.5 hours of bona fide instruction or a minimum of 60 hours of bona fide instruction in a high school that implements block scheduling. One half (.5) credit shall be awarded at the end of each semester/term upon the satisfactory completion of course requirements.

~~148.~~147. Student performance standards must be met for each Academic and Career and Technical Education Program in grades 9 through 12 for which credit toward high school graduation is awarded.

~~149.~~ Credit will be awarded if a student not enrolled in or who has not completed a course takes and passes a statewide standardized assessment through the Credit Acceleration Program.

~~150.~~148. No student may be granted credit toward high school graduation for enrollment in the following programs or courses:

a. More than a total of nine elective credits in remedial programs.

b. More than one credit in exploratory vocational courses.

c. Any Level 1 course, unless the student's assessment indicates a more rigorous course would be inappropriate, in which case a written assessment of the need must be included in the Individual Education Plan or the Individual Progress Monitoring Plan and signed by the principal, school counselor and the parent, if the student is not 18 years or older.

~~151.~~149. Enhanced Instruction for Non-Proficient Students:

~~152.~~ Students must earn a Level 3 or higher in English Language Arts (ELA) and/or Math on a standardized assessment within the last two or more consecutive years. Students who do not meet this criteria may be required to receive enhanced instruction through a course that will assist in building the students' skills and in mastering standards~~.~~

- School administrators may use concordant/comparative scores on state-approved assessments (SAT, ACT, PERT. PERT may not be used by students entering 9th grade in 2019~~8~~-2020~~19~~ and thereafter. ~~)~~ to determine proficiency if no state standardized assessment scores are available at the time of enrollment.

~~153.~~150. Intensive Instruction Waiver:

Parents may submit a waiver of the intensive instruction requirement for their child to the student's school counselor. Exercising this option can jeopardize a student's opportunity for an ESE assessment waiver and prohibit students from participation in alternative graduation options in high school. The following criteria

must be met to qualify for this waiver:

a. Parents must complete the Intensive Instruction Waiver Request Form.

b. Student must be in 6th-11th grade.

III. Promotion

Promotion Guidelines

Students will be promoted based on the number of years in which they have attended high school:

First year—9th grade

Second year—10th grade

Third year—11th grade

Fourth year—12th grade

Students entering high school for the first time may be placed into the 9th grade.

Students who do not meet graduation requirements after the 8th semester of high school and choose to continue their high school education, will be placed in an alternative site at the start of their 9th semester.

Students who plan to graduate in three years will be promoted to 12th grade after the first semester of their third year in high school.

IV. Acceleration and Enrichment

Articulated acceleration is available and serves to shorten the time necessary for a student to complete the requirements associated with a high school diploma and a postsecondary degree, broaden the scope of curricular options available to students, or increase the depth of study available for a particular subject. This includes, but is not be limited, to Dual Enrollment and Early Admission, Cambridge Advanced International Certificate of Education Program (AICE), Advanced Placement (AP), and the International Baccalaureate (IB) Program. Credits earned through the Florida Virtual School shall provide additional opportunities for early graduation and acceleration.

Each high school shall advise students of programs through which a high school student can earn college credit, including ~~Advanced Placement~~ AP~~(AP)~~, ~~International Baccalaureate~~IB ~~(IB)~~, ~~Cambridge Advanced International Certificate of Education Program (AICE)~~AICE, dual enrollment courses, career academy courses, and courses that lead to national industry certification, as well as offerings through virtual instruction.

A student shall~~must~~ have a 3.0 grade point average and have earned Level 3 or higher on the FSA, passed a nationally-normed standardized test, or earned the required comparative/concordant score within the last two years to be eligible to participate in AP, IB, or ~~Cambridge~~ AICE ,or at the discretion of the principal~~.~~

A student transferring in from out-of-state, homeschool, or private school with a state or national normed test

score demonstrating that the course is academically appropriate, may enroll in AP, IB, or ~~Cambridge~~ AICE. If requested by the student or parent, the principal may override the district criteria and place students in advanced studies courses based on data indicating that the student is capable of success in the courses. This data must be documented.

Home education students may participate in dual enrollment, career dual enrollment, early admission, and credit by examination. Credit earned by home education students through dual enrollment shall apply toward the completion of a home education program that meets the requirements of Section 1002.42, Florida Statute.

~~A.~~ Advanced Placement (AP)

Advanced Placement (AP) is the enrollment of an eligible secondary school student in a course offered by the Advanced Placement Program administered by the College Board. Postsecondary credit for an AP course may be awarded to students who score a minimum of 3 on a 5-point scale on the corresponding AP exam in accordance with the policies of the receiving college or university. Students shall be exempt from the payment of any fees, excluding restocking fees when applicable, for AP courses in which they are enrolled, including fees for administration of the AP examination, regardless of whether the student achieves a passing score. Students requesting to take AP exams for courses in which they are not currently enrolled must pay for the cost of the AP exam.

A school may withdraw s Students earning a "D" or "F" in an Advanced Placement Course may be withdrawn and scheduled into another course in the same subject area.

AP Capstone™

AP Capstone™ is a diploma program based on two AP courses: AP Seminar and AP Research. These yearlong courses focus on developing the critical thinking, research, collaboration, time management, and presentation skills students need for college-level work. If a student earns scores of 3 or higher in AP Seminar and AP Research, he or she will receive the AP Seminar and Research Certificate™. If a student earns scores of 3 or higher in AP Seminar and AP Research and on four additional AP Exams, the student will receive the AP Capstone Diploma™. AP Seminar - During this course, students investigate a variety of topics through various viewpoints. Students will also complete a team project and an individual paper and presentation, as well as take a written end-of-course exam. AP Research - In AP Research, students explore various research methods and complete an independent research project. The project can build on a topic, problem, or issue covered in AP Seminar or on a brand-new topic of your own choosing. At the end of the project, students submit an academic paper and present and defend the research findings.

International Baccalaureate (IB)

The International Baccalaureate (IB) Program is the curriculum whereby students are enrolled in a program of studies offered through the IB Program administered by the IB Office. The State Board of Education has established rules that specify the cutoff scores and IB Examination that will be used to grant postsecondary credit at community colleges and universities. Students shall be awarded a maximum of 30 college semester credit hours. Students shall be exempt from the payment of any fees, excluding restocking fees when applicable, for IB courses in which they are enrolled, including fees for administration of the examinations,

regardless of whether or not the student achieves a passing score on the examination.

A school may withdraw s~~S~~tudents earning a "D" or "F" in an IB Course at the end of the first semester may be withdrawn and scheduled into another course in the same subject area.

Cambridge Advanced International Certificate of Education (AICE)

Cambridge Advanced International Certificate of Education (AICE) provides a high-quality curriculum which prepares young people for honors degree programs. It requires the study of subjects drawn from three curriculum areas; mathematics and science, languages, and arts and humanities. ~~Cambridge~~ AICE offers students the opportunity to tailor their studies to their individual interests, abilities, and future plans within an international curriculum framework. The State Board of Education has established rules that specify the cutoff scores that will be used to grant postsecondary credit at community colleges and universities. Students shall be awarded a maximum of 30 college semester credit hours. Students shall be exempt from the payment of any fees, excluding restocking fees when applicable, for Cambridge AICE courses in which they are enrolled, including fees for administration of the examinations, regardless of whether or not the student achieves a passing score on the examination. Students requesting to take Cambridge AICE exams for courses in which they are not currently enrolled must pay for the cost of the Cambridge AICE exam.

A school may withdraw s~~S~~tudents earning a "D" or "F" in a ~~Cambridge~~ AICE c~~C~~ourse at the end of the first semester ~~may be withdrawn~~ and scheduled into another course in the same subject area.

Early High School Graduation

Early high school graduation is an option if a student has completed a minimum of 24 credits and meets all graduation requirements in less than 8 semesters, or meets the 18 credit, ACCEL Diploma Option. A student who graduates early may continue to participate in school activities and social events and attend and participate in graduation events with the student's cohort as if the student were still enrolled in high school. A student who graduates early will be included in class ranking, honors, and award determinations for the student's cohort. Cohort is defined by the FLDOE as when the student enters 9th grade (1003.4281).

A student who graduates early must comply with district school board rules and policies regarding access to the school facilities and grounds during normal operating hours.

Advancement Via Individual Determination (AVID)

Advancement Via Individual Determination (AVID) is designed to prepare students for college readiness and success. Students who apply for and are accepted must also take at least one weighted course (Honors, Pre-AP, AP, IB, ~~Cambridge~~ AICE, and Dual Enrollment) and the AVID Academic elective. AVID is designed for students who are capable of completing a college-preparatory curriculum. The AVID curriculum supports students as they undertake the most rigorous courses, with an emphasis on writing as a learning tool, the inquiry method, collaborative course grouping, organization, and academic reading. ~~AVID students must be placed in at least one honors, Cambridge AICE, AP, dual enrollment, or IB course.~~ Principals are encouraged to make exceptions to the placement criteria in AVID students' areas of strength.

Middle School Dual Enrollment

High school courses may be taken by eligible middle school students.

~~154.~~151. High school courses taken during middle school may be used to satisfy high school graduation requirements and Florida Bright Futures Scholarship requirements.

~~155.~~152. A student must be granted credit toward high school graduation requirements for courses completed in middle school. Grades for high school credit courses taken during middle school will appear on the high school transcript, and the grades will average into the student's high school grade point average (GPA).

~~156.~~153. High schools shall not award high school credit for courses taken in middle school if the middle school did not award the high school credit.

~~157.~~154. Middle school students taking courses that require an EOC must follow statute.

Dual Enrollment and Early Admission

Dual Enrollment Programs and E~~e~~early A~~a~~dmission are available at all high schools.

~~158.~~155. The Dual Enrollment Program is defined as the enrollment of an eligible secondary student or home education student in a postsecondary course creditable toward high school completion and a career and technical certificate or an associate or baccalaureate degree.

~~159.~~156. The School Board shall inform all secondary school students of dual enrollment as an educational option and mechanism for acceleration. Students shall be informed of eligibility criteria, the option for taking dual enrollment courses beyond the regular school year, and the minimum academic credits required for graduation. District school boards must annually assess the demand for dual enrollment and other advanced courses, and the district school board shall consider strategies and programs to meet that demand and include access to dual enrollment on the high school campus whenever possible. Information regarding student education options which discriminate against dual enrollment courses is prohibited.

~~160.~~157. Students enrolled in postsecondary instruction that is not creditable toward the high school diploma shall not be classified as dual enrollment.

~~161.~~158. Students who are eligible for dual enrollment shall be permitted to enroll in dual enrollment courses conducted during school hours and after school hours~~.~~

~~162.~~159. Instructional time for such enrollment may vary from 900 hours; however, the school district may only report the student for a maximum of 1.0 Full-time Equivalency (FTE). Any student so enrolled is exempt from the payment of registration, tuition, and laboratory fees. Vocational-preparatory instruction, college-preparatory instruction, and other forms of pre-collegiate instruction, as well as physical education courses that focus on the physical execution of a skill rather than the intellectual attributes of the activity, are ineligible for inclusion in the dual enrollment program. Recreation and leisure studies courses shall be evaluated individually in the same manner as physical education courses

for potential inclusion in the program.

~~163.~~160. Each semester of instruction that is eligible for high school and postsecondary credit shall be reported by school districts as 75 membership hours for purposes of FTE calculation. Any student so enrolled is exempt from payment of registration, tuition, the purchase of the primary text, and laboratory fees.

~~164.~~161. Dual enrollment courses are weighted the same as ~~Advanced Placement~~AP, ~~Cambridge Advanced International Certificate of Education~~AICE, and ~~International Baccalaureate~~IB courses. Alternative grade calculation or weighting systems that discriminate against dual enrollment courses are prohibited.

~~165.~~162. The Department of Education adopted guidelines to achieve comparability across school districts of both student qualifications and teacher qualifications for dual enrollment courses. A high school student must complete the following:

a. Demonstrate readiness for college-level course work if the student is to be enrolled in college courses;

b. Demonstrate readiness for career-level course work if the student is to be enrolled in career courses;

c. Indicate that in addition to the required placement examination, student qualifications for enrollment in college credit dual enrollment courses must include at least 3.0 unweighted GPA, and student qualifications for enrollment in career certificate dual enrollment course must include at least a 2.0 unweighted grade point average.

~~166.~~163. Career dual enrollment shall be provided as a curricular option for secondary students to pursue in order to earn a series of elective credits toward the high school diploma. Career dual enrollment shall be available for secondary students seeking a degree or certificate from a complete career-preparatory program and shall not be used to enroll students in isolated career courses.

~~167.~~164. The Inter-institutional Articulation Agreement is jointly developed between the School District of Manatee County and State College of Florida, University of South Florida ~~Sarasota-Manatee~~, and/or other postsecondary institutions to provide advanced instruction for those students who demonstrate a readiness to engage in postsecondary academic work. In this program, students may earn credit toward both a high school diploma and an Associate or Baccalaureate Degree. The agreement includes the following:

a. A delineation of courses and programs available for students;

b. A plan for the community college to provide guidance services to participating students on the selection of courses in the dual enrollment program;

c. The process by which students are eligible to participate in dual enrollment and their parents are informed about opportunities to participate in acceleration programs;

d. An assurance that each dual enrollment student is encouraged to identify a postsecondary education objective with which to guide the course selection;

e. An assurance that each student has a plan that includes a list of courses that will result in an Applied Technology Diploma, an Associate in Science degree, or an Associate in Arts degree, and, if the student identifies a baccalaureate degree as the objective, the plan must include courses that will meet the general education requirements and any prerequisite requirements for entrance into a selected baccalaureate degree program;

f. The process by which students and their parents exercise their option to participate in an acceleration program;

g. High school credits earned for completion of each dual enrollment course;

h. Postsecondary courses that meet the criteria for inclusion in the district articulated acceleration program to be counted toward meeting graduation requirements;

i. Eligibility criteria for student participation;

j. Institutional responsibility for screening prior to enrollment and monitoring student performance subsequent to enrollment;

k. Identification of the instructional quality criteria for dual enrollment courses and programs that are to be judged;

l. A delineation of institutional responsibilities for instructional quality;

m. A delineation of responsibilities for cost of dual enrollment courses and instructional materials;

n. Transportation;

o. The process for converting college credit hours through dual enrollment and early admissions to high school credit; and

p. An identification of 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 grades to the high school transcript as assigned by the postsecondary institution awarding credit.

~~168.~~165. Only those academic elective courses approved in the Dual Enrollment Agreement can be taken for Dual Enrollment Credit. An academic elective that counts as credit toward graduation can be taken as Dual Enrollment with the approval of the principal.

~~169.~~166. The State Board of Education shall determine the number of postsecondary credit hours earned through dual enrollment that satisfy the requirements of the district's inter-institutional articulation agreement and that equal one full credit of the equivalent high school course.

167. When dual enrollment is provided on the high school site by college or university faculty, the school

district shall reimburse the costs associated with the proportion of salary and benefits and other actual costs of the college or university to provide the instruction. Charter Schools are an entity of the School District of Manatee County and are bound by the rules and policies of the approved IAA between the school district and State College of Florida, University of South Florida ~~Sarasota-Manatee~~, or other postsecondary institutions. While the School District of Manatee County will be invoiced for the tuition, charter schools receive FTE for Dual Enrollment students and will be responsible to the School District for all dual enrollment tuition encumbered by their students.

~~170.~~

Credit by Examination

Credit by examination is the program through which postsecondary credit is earned based on the receipt of a specified minimum score on nationally standardized general or subject area examinations. The State Board of Education states minimum scores required for an award of credit in the statewide articulation agreement.

College and University Programs

~~171.~~168. Students who wish to participate in an educational program offered by accredited schools, colleges, or universities, must have prior written agreement with the school principal, detailing any credit or grade acceptance toward high school graduation or inclusion on the high school transcript. Final inclusion on the high school transcript will be completed only upon the school's receipt of all necessary documentation from the appropriate institution.

~~172.~~169. All evidence of work/credits earned at another school will be based on an official transcript authenticated by the proper school authority. Credits from state or regionally accredited schools shall be accepted at face value, subject to validation where deemed necessary. Credits earned through alternative delivery systems that are accredited by a regional accrediting association, non-accredited schools, home schools, or non-accredited correspondence schools shall be validated by the administration of examinations or by establishing credits earned through successful performance in subsequent courses.

With the approval of the principal, students may earn credit through Dual Enrollment, Advanced Placement, Cambridge Advanced International Education Certificate, International Baccalaureate programs, Florida Virtual School, and by using substitutions indicated in the course code directory. Home education students may participate in College Dual Enrollment, working directly with and State College of Florida, University of South Florida ~~Sarasota-Manatee~~, or other postsecondary institutions, career and technical dual enrollment and early admission and credit by exam by postsecondary institutions. Dual Enrollment credit earned by home education students shall apply toward the completion of a home education program that meets the requirements of state statute.

Academically Challenging Curriculum to Enhance Learning (ACCEL)

Each school must offer the following ACCEL options: whole-grade and mid-year promotion, subject-matter acceleration, virtual instruction in higher grade level subjects, and Credit Acceleration Program (CAP). Whole-grade and mid-year promotion requires secondary students to meet student progression course/credit

promotion criteria. Subject-matter acceleration is available when a student has met the prerequisite course requirements for that content area. Virtual instruction in higher grade-level subjects is available when students have exhausted the course offerings at the school, and students meet the course prerequisites. The Credit Accelerated Program may be used for any course that requires an end-of-course exam to earn credit in the course. In addition to these requirements, the following must be considered when establishing eligibility:

~~173.~~170. The student's performance on required state assessments

~~174.~~171. The student's grades or grade point average

~~175.~~172. The student's attendance and conduct

~~176.~~173. Teacher and school counselor recommendations

Each school must inform students and parents of these options. A student or a parent may request one of these options by written request to the principal. This will be followed by a parent conference to discuss eligibility and placement.

Credit Acceleration Program (CAP)

~~1.~~174. The Credit Acceleration Program (CAP) is created for the purpose of allowing a student to earn high school credit in a course that requires a statewide, standardized end-of-course assessment if the student attains a specified score on the assessment. If the student attains a score indicating satisfactory performance on the corresponding statewide standardized end-of-course assessment then the ~~-~~school district shall award course credit to a student who is not enrolled in the course, or who has not completed the course.~~,~~ The school district shall permit a student who is not enrolled in the course, or who has not completed the course, to take the standardized end-of-course assessment during the regular administration of the assessment. If a student earns course credit without enrollment in a course via the CAP, a grade of "T" is recorded on the transcript in the Grade column.

~~2.~~175. The credit will be awarded for the course as prescribed by state statute when a student fails a course requiring an EOC to earn credit, but attains a score indicating satisfactory performance on the corresponding EOC. Students must retake the course in order to use the grade forgiveness policy. The failing grade will be calculated in the GPA unless the student retakes the course and earns a "C" or above.

~~3.~~176. A student will be awarded course credit for earning a grade of 3 or higher on an Advanced Placement exam, even if not enrolled in the course, or for passing a CLEP test. If a student fails an AP course, but attains a score indicating satisfactory performance on the corresponding AP exam, credit will be awarded for the course as prescribed by state statute. Students must retake the course or an equivalent course in order to use the grade forgiveness policy. The failing grade will be calculated in the GPA unless the student retakes the course or an equivalent course and earns a "C" or above.

V. Graduation Requirements

General Information

A student in a Manatee County public school may earn a Standard Diploma, a Special Diploma for Exceptional Education Students who meet specific cohort entry requirements, or a Certificate of Completion. All requirements must be met before a diploma or certificate is awarded. The diploma or certificate will be awarded to reflect the year that the final requirements are met. To earn a diploma, a student must meet the graduation requirements for the school year in which that student entered ninth grade for the first time. In accordance with the Individuals with Disabilities Act (IDEA), students with disabilities may receive services through the public school system through age 21 (i.e., until their 22nd birthday) or until they graduate with a Standard Diploma, whichever comes first.

Before a student graduates from high school, the school shall assess the student's preparation to enter the work force and provide the student and student's parent/guardian with the results of the assessment. The Department of Education has determined that, because required state assessments assess certain Education Goal 3 standards, which were developed from a United States Secretary of Labor's report on necessary skills, the required state assessments can serve as this assessment.

Students who have met all requirements for the standard high school diploma except for passage of the required state assessment or an alternate assessment by the end of Grade 12 must be provided the following learning opportunities:

~~4.~~177. participation in an accelerated high school equivalency diploma preparation program during the summer;

~~5.~~178. upon completion of Certificate of Completion, be allowed to take the Postsecondary Education Readiness Test (PERT) and be admitted to remedial or credit courses at a state community college, as appropriate: and

~~6.~~179. participation in an adult general education program for such time as the student requires to master English, reading, mathematics, or any other subject required for high school graduation. Students attending adult basic, adult secondary, or vocational-preparatory instruction are exempt from any requirement for the payment of tuition and fees, including lab fees. A student attending an adult general education program shall have the opportunity to take the required state assessment an unlimited number of times in order to receive a standard high school diploma.

Change in Graduation Requirements

School Board approval is required prior to a school's increasing graduation requirements. An increase in academic credit or minimum grade point average requirements shall not apply to students in grades 9-12 at the time of the increase.

District School Boards may not establish requirements for the ACCEL Accelerated Diploma Option in excess of the requirements as per statute.

Participation in the Graduation Ceremony

A student must complete all requirements for a standard or special diploma in order to participate in his/her high school graduation ceremony. A student must be registered at a Manatee District high school in order to participate in that high school's graduation ceremony or must be enrolled in a School District of Manatee County sanctioned educational option. A full-time virtual school student will not be allowed to participate in graduation at his or her zoned school.

A student who withdraws from a high school, enrolls in an adult program, and successfully completes the Graduate Educational Development (GED) tests, may participate in the adult high school graduation ceremony and is awarded a State of Florida diploma. Students may not participate in the graduation ceremony with their previous high school.

Special Education students who earn a Certificate of Completion as addressed in the IEP may participate in the graduation ceremony. A student who receives a Certificate of Completion due to not meeting graduation requirements for a Standard Diploma may not participate in any graduation ceremony. A Special Education student whose diploma has been deferred based on the IEP team decision will be permitted to participate in the graduation ceremony for his or her cohort group only.

Summer Graduation

A student who completes the 12th grade having met all of the graduation requirements except for one credit may attend summer school. If the student satisfactorily completes the credit, the student may participate in the district summer graduation ceremony.

A student who completes the 12th grade, having met all of the graduation requirements except for the assessment requirement (either by passing the required state assessment or by achieving a concordant score) and successfully completes the Graduate Educational Development (GED) tests by June 30, may participate in the district summer graduation ceremony and be awarded a Manatee District diploma.

Students who graduate from an alternative educational path as sanctioned by the School District of Manatee County may participate in the summer graduation ceremony. Students enrolled in a School District of Manatee County alternative high school who are not permitted to walk with their zoned schools, may participate in the district summer graduation ceremony.

Graduation Requirements: Standard Diploma

Standard Diploma Options:

To graduate from a Manatee County public school, all students seeking a standard diploma must select one of the graduation diploma options:

~~7.~~180.	Four Year Standard Diploma	24 credits
~~8.~~181.	ACCEL Accelerated Graduation Option	18 credits
~~9.~~182.	CTE Graduation Pathway	18 credits

Students must select one of the graduation options. The choice is exclusively up to the student and his/her

parent/guardian ~~GUARDIAN~~.

Each year, schools shall notify students in grades 6 – 12 and their parent of the high school graduation options and requirements, including the respective curriculum requirements for those options, so that the student and parent may select the program which best fits their needs. This notification shall be made prior to the annual spring registration of students for the following year so that the student's academic plan can be selected or modified to meet the needs of the student. Students must be advised of eligibility requirements for state programs and postsecondary admissions.

If the student and parent fails to select a diploma option, the student shall be considered to have selected the Four Year Standard Diploma option, which requires 24 credits.

Changing between Standard and Accelerated Diploma Options:

Once a diploma option is selected, the option remains in effect throughout the student's high school experience, unless the parent and student submit in writing a request to change diploma options as part of the registration process for the upcoming school year. Any such change must be submitted in writing.

Diploma Endorsement:

School Boards may attach a Florida Gold Seal Career and Technical Endorsement to a Standard Diploma or award differentiated diplomas to those exceeding the prescribed minimums.

Grade Point Average:

In order to graduate from high school, students must achieve a cumulative unweighted grade point average (GPA) of 2.0 on a 4.0 scale in the courses required for graduation.

State Assessment:

Students must meet all state assessment requirements in order to graduate from high school with a Standard Diploma. Students may use concordant scores or the required state assessments waiver (ENNOBLES Act) to satisfy this requirement.

Diploma Designations:

The **Florida Seal of Biliteracy** Program is established to recognize high school graduates who have attained a high level of competency in listening, speaking, reading and writing in one or more foreign languages, in addition to English, by the award of a silver or gold seal on a Standard Diploma. The criteria for both seals can be found at http://www.fldoe.org/academics/eng-language-learners/world-languages-foreign-languages.stml .

Students may earn either a **Scholar Diploma** designation or a **Merit Diploma** designation by meeting specific criteria. The criteria is identified in the cohort charts to follow.

Standard Diploma Requirements

Academic Advisement – What Students and Parents Need to Know

What are the diploma options?

Students must successfully complete one of the following diploma options:

- 24-credit standard diploma
- 18-credit Academically Challenging Curriculum to Enhance Learning (ACCEL)
- Career and Technical Education (CTE) Pathway
- Advanced International Certificate of Education (AICE) curriculum
- International Baccalaureate (IB) Diploma curriculum

What are the state assessment requirements?

Students must pass the following statewide assessments:

- Grade 10 English Language Arts (ELA) or a concordant score
- Algebra 1 end of course (EOC) or a comparative score.

Refer to Graduation Requirements for Florida's Statewide Assessments for concordant and comparative scores.

Students enrolled in the following courses must participate in the corresponding EOC assessment, which constitutes 30 percent of the final course grade[+]:

- Algebra 1
- Biology 1
- Geometry
- U.S. History

[+]Special note: Thirty percent not applicable if not enrolled in the course but passed the EOC (credit acceleration program [CAP]).

What is the difference between the 18-credit ACCEL option and the 24-credit option?

- 3 elective credits instead of 8
- Physical Education is not required
- Online course is not required

What is the difference between the CTE Pathway option and the 24-credit option?

- At least 18 credits are required
- 4 elective credits instead of 8
  - 2 credits in CTE courses, must result in program completion and industry certification
  - 2 credits in work-based learning programs or up to 2 elective credits, including financial literacy
- Physical Education is not required
- Fine and Performing Arts, Speech and Debate or Practical Arts is not required
- Online course is not required

24-Credit Standard Diploma

4 Credits ELA

- ELA 1, 2, 3, 4
- ELA honors, Advanced Placement (AP), AICE, IB and dual enrollment courses may satisfy this requirement

4 Credits Mathematics*

- One of which must be Algebra 1 and one of which must be Geometry
- Industry Certifications that lead to college credit may substitute for up to two mathematics credits (except for Algebra 1 and Geometry)
- An identified computer science** credit may substitute for up to one mathematics credit (except for Algebra 1 and Geometry)

3 Credits Science

- One of which must be Biology 1, two of which must be equally rigorous science courses
- Two of the three required course credits must have a laboratory component
- Industry Certifications that lead to college credit may substitute for up to one science credit (except for Biology 1)
- An identified computer science** course may substitute for up to one science credit (except for Biology 1)

3 Credits Social Studies

- 1 credit in World History
- 1 credit in U.S. History
- 0.5 credit in U.S. Government
- 0.5 credit in Economics

1 Credit Fine and Performing Arts, Speech and Debate, or Practical Arts*

1 Credit Physical Education*

- To include the integration of health

8 Elective Credits

1 Online Course

- Students must meet the state assessment requirements
- Students must earn a 2.0 grade-point average (GPA) on a 4.0 scale for all cohort years

* Eligible courses are specified in the Florida Course Code Directory.

**A computer science credit may not be used to substitute for both a mathematics and science credit.

Scholar Diploma Designation

In addition to meeting the 24-credit standard high school diploma requirements, a student must meet all of the following requirements:

- Earn 1 credit in Algebra 2 or an equally rigorous course
- Pass the Geometry EOC
- Earn 1 credit in Statistics or an equally rigorous mathematics course
- Pass the Biology 1 EOC*
- Earn 1 credit in Chemistry or Physics
- Earn 1 credit in a course equally rigorous to Chemistry or Physics
- Pass the U.S. History EOC*
- Earn 2 credits in the same World Language
- Earn at least 1 credit in an AP, IB, AICE or a dual enrollment course

*A student is exempt from the Biology 1 or U.S. History EOC assessment if the student is enrolled in an AP, IB or AICE Biology 1 or U.S. History course; takes the respective AP, IB or AICE assessment; and earns the minimum score to earn college credit.

Merit Diploma Designation

- Meet the standard high school diploma requirements
- Attain one or more industry certifications from the list established (per s. 1003.492, F.S.)

What are the additional graduation options for students with disabilities ?

Two additional options are available only to students with disabilities. Both allow students to substitute a CTE course with related content for one credit in ELA 4, mathematics, science and social studies (excluding Algebra 1, Geometry, Biology 1 and U.S. History). The two options are as follows:

- Students with significant cognitive disabilities may earn credits via access courses and be assessed via an alternate assessment.
- Students who choose the academic and employment option must earn at least 0.5 credit via paid employment.

What is the CAP?

The CAP allows a student to earn high school credit if the student passes an AP examination, a College Level Examination Program (CLEP) or a statewide course assessment without enrollment in the course. The courses include:

- Algebra 1
- Biology 1
- Geometry
- U.S. History

State University System (SUS)

Admission into Florida's public universities is competitive. Prospective students should complete a rigorous course of study in high school and apply to more than one university to increase their chance for acceptance. To qualify to enter one of Florida's public universities, a first-time-in-college student must meet the following minimum requirements (credit earned by industry certification does not count for SUS admission):

- High school graduation with a standard diploma, a minimum of a 2.5 GPA, and admission test scores meeting minimum college-ready test scores per the Board of Governors (BOG) Regulation 6.008
- 16 credits of approved college preparatory academic courses per BOG Regulation 6.002
- 4 English (3 with substantial writing)
- 4 Mathematics (Algebra 1 level and above)
- 3 Natural Science (2 with substantial lab)
- 3 Social Science
- 2 World Language (sequential, in the same language or other equivalents)
- 2 approved electives

State University System of Florida

The Florida College System

The 28 colleges of the Florida College System serve nearly 800,000 students. Colleges offer affordable, stackable, workforce credentials including certificate programs, associate in science degrees and associate in arts degrees, which transfer to a bachelor's degree program. Many colleges also offer workforce bachelor's degree programs in areas of high demand. All Florida College System institutions have open-door admissions for students who earned a standard high school diploma or an equivalent diploma or successfully earned college credit.

Florida College Sysem.

Career and Technical Colleges and Centers

Florida also offers students 49 accredited career and technical colleges or centers throughout the state, which provide the education and certification necessary to work in a particular career or technical field. Programs are flexible for students and provide industry-specific education and training for a wide variety of occupations.

Career and Technical Education Directors

Where is information on financial aid located?

The Florida Department of Education's Office of Student Financial Assistance administers a variety of postsecondary educational state-funded grants and scholarships.

Office of Student Financial Assistance

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

August 2019

CTE Graduation Pathway:

Beginning with the 2019-2020 school year, a student is eligible to complete an alternative pathway to earn a standard high school diploma through this new option by:

- Earning at least 18 credits.
- Earning a cumulative grade point average of a 2.0 on a 4.0 scale.
- Same requirements as for a standard diploma in ELA, Math, Science and Social Studies.
- Completing two credits in career and technical education. The courses must result in a program completion and an industry certification.
- Completing two credits in work-based learning programs. A student may substitute up to two credits of electives, including one-half credit of financial literacy, for work-based learning program courses to fulfill this requirement.

Course Information

Mathematics:

Successful completion of Algebra IA and Algebra IB will satisfy the Algebra I requirement for graduation. A certified school counselor or the principal's designee must advise students that state universities may require for admission three additional mathematics courses at least as rigorous as Algebra I. Level III Mathematics courses in the Florida Course Code Directory may substitute for the Algebra I requirement. Transfers from outside Manatee County may fulfill the Algebra I requirement with the state equivalents. Credit may not be earned for more than one of the options. Students must earn the necessary mathematics credits required for graduation.

A student who earns an industry certification for which there is a statewide college credit articulation agreement approved by the State Board of Education may substitute the certification for one mathematics credit. Substitution may occur for up to two mathematics credits, except for Algebra I and Geometry. This option will not impact a student's grade point average as no grade is awarded for the substituted math course.

A student may substitute a credit in computer science, if identified as equivalent in rigor by the commissioner, for one mathematics requirement except for Algebra I and Geometry. A computer science credit may only be used to substitute one course (either mathematics or science).

A student that earns an industry certification in 3D rapid prototype printing may substitute up to two credits of the mathematics requirement, with the exception of Algebra I, if the commissioner identifies the certification as being equivalent in rigor.

U.S. Government ~~Civics~~:

Beginning with the 2021-2022 school year, students taking U.S. Government are required to take the assessment of civic literacy identified by the State Board of Education pursuant to s. 1007.25 (4). Students earning a passing score on this assessment are exempt from the postsecondary civic literacy assessment required by s. 1007.25 (4). The Lou Frey Institute has created a supplemental resource guide and a practice examination for the FCLE. This has been approved by FDOE and is now available here: https://www.fldoe.org/accountability/assessments/k-12-student-assessment/fcle.stml.

Comprehensive health education addresses 14 component areas under Florida State Comprehensive health education addresses 14 component areas under Florida State Statute 1003.42 (2)(n) - Required Instruction

Grades K-12

- Community health
- Consumer health
- Environmental health
- Family life
- Injury prevention and safety
- Internet safety
- Nutrition
- Personal health
- Prevention and control of disease
- Substance use and abuse
- Prevention of child sexual abuse, exploitation, and human trafficking

For students in grades 7 through 12, shall include a teen dating violence and abuse. This component must include that includes, but is not be limited to, the definition of dating violence and abuse, the warning signs of dating violence and abusive behavior, the characteristics of healthy relationships, measures to prevent and stop dating violence and abuse, and community resources available to victims of dating violence and abuse.

For students in grades 6 through 12, shall include an awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy.

Life Skills
Life skills that build confidence, support mental and emotional health, and enable students to overcome challenges, including:

- a. Self-awareness and self-management.
- b. Responsible decision making.
- c. Resiliency.
- d. Relationship skills and conflict resolution.
- e. Understanding and respecting other viewpoints and backgrounds.

A link to access and review the instructional materials used to teach the curriculum will be included on the district's website. The process to request an exemption will also be posted on the district's website..Appendix C contains the Parent Opt Out form for Health Education.

~~Health Education~~

~~Comprehensive age-appropriate and developmentally appropriate K-5 health education that addresses concepts of community health, consumer health, environmental health, and family life, including~~

~~a. Mental and emotional health~~

~~b. Injury prevention and safety~~

~~c. Internet safety~~

~~d. Nutrition~~

~~e. Personal Health~~

~~f. Prevention and control of disease~~

~~g. Substance abuse; and~~

~~h. Prevention of child sexual abuse, exploitation, and human trafficking.~~

~~The health education curriculum shall include an awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy.~~

~~A link to access and review the instructional materials used to teach the curriculum will be included on the district's website homepage. The process to request an exemption will also be posted on the district's website homepage.~~

~~A parent may make a written request to the school principal to exempt his or her student from the teaching of reproductive health or any disease, including HIV/AIDS.~~

Students in grades 9-11 must receive basic training in first aid, including cardiopulmonary resuscitation. This training must be based on a one-hour, nationally recognized program that uses the most current evidence-based emergency cardiovascular care guidelines.

Science:

~~10.~~183. Agriscience Foundations I may count as a science credit.

~~11.~~184. Integrated Science I, II, and III taken in sequence will meet the science requirements. The School District of Manatee County will only offer this series of courses for ESE students. These students are required to take the Biology EOC at least one time.

~~12.~~185. A student who earns an industry certification for which there is a statewide college credit articulation agreement approved by the State Board of Education may substitute the certification for one Biology credit. Substitution may occur for up to two science credits, except for Biology I. This option will not impact a student's grade point average as no grades are awarded for the substituted science

course.

~~13.~~186. A student who earns credit in a computer science course may substitute the computer science credit for one science credit, except for Biology I, if identified as equivalent in rigor by the commissioner. A computer science credit may only be used to substitute one course (either mathematics or science).

Community Service:

If offered at the high school, students may enroll in Voluntary Public Service (0500370) or Voluntary School/Community Service (2104330). Students may earn community service hours and elective credit for the Voluntary Public Service course. To receive credit for the Voluntary School/Community Service course, students must complete at least 75 community service hours. Students will be awarded social studies elective credit as well as the community service hours earned during completion of the course standards.

Health Opportunities through Physical Education (HOPE):

HOPE is a year-long health and physical education (PE) course required of all high school students. A school may not require students to take the one credit in HOPE or a Health/PE variation of HOPE during the ninth grade.

Schools may offer 1 of the following options to meet the health/PE graduation requirement:

- student takes ½ credit in Physical education and ½ credit in Personal Fitness;
- student takes the one credit HOPE Core course; or
- student takes the one credit HOPE Physical Education Variation course.

Students can meet the HOPE requirement by passing .5 credit of Personal Fitness and .5 credit in a Physical Education course.

Certain activities as follows may satisfy a portion of or all of the HOPE/Physical Education requirement.

~~14.~~187. Interscholastic Sports:

Participation in two seasons of an interscholastic sport at the junior varsity and varsity levels satisfies the full 1 credit HOPE requirement.

~~15.~~188. Junior Reserve Officers Training Corps (JROTC):

Completion of two years in a Junior Reserve Officers Training Corps (JROTC) course satisfies the full one credit of HOPE/physical education requirement and the full one credit of Performing Arts requirement. This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an IEP or Section 504 plan.

~~16.~~189. Completion of one semester, with a grade of "C" or better in a marching band class, in a physical activity class that requires participation in marching band activities as an extracurricular activity,

or in a dance class shall satisfy .5 credit in physical education or .5 credit in performing arts. This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an IEP or Section 504 plan.

~~17.~~190. The HOPE curriculum includes education on teen dating violence and abuse as required by statute.

On-line Course:

Students entering 9th grade in the 2011-2012 school year and thereafter are required to pass one (1) course by some means of virtual instruction or blended learning course taught by an instructor certified to teach the course. A school may not require a student to take this on-line course or blended learning course outside the school day or in addition to the student's courses for a given semester. An on-line course or blended learning course taken during grades 6-8 for high school credit fulfills this requirement. This requirement does not apply to a student who has an IEP which indicates that an on-line course would be inappropriate or to a student who is enrolled in a Florida high school and has less than one academic year remaining in high school.

Assessment Requirements

To meet graduation requirements, a student must earn passing scores on the required state-wide assessments or earn scores on a standardized test (PSAT, SAT, and/or ACT) that are concordant/comparative with passing scores on the required state-wide assessments. Participation in the assessment program is mandatory for all school districts and all students attending public school. Students who transfer from out-of-state, home education or private school must have a passing score on a state-wide end-of-course assessment for Algebra from the previous state/district attended or a concordant score.

Civics: Beginning with the 2021-2022 school year, students taking U.S. Government are required to take the assessment of civic literacy identified by the State Board of Education pursuant to s. 1007.25 (4). Students earning a passing score on this assessment are exempt from the postsecondary civic literacy assessment required by s. 1007.25 (4).

Concordant Scores by Year Student Entered Grade 9: 2010-11 through 2017~~-18~~ 2018-2019		
Assessment	**Reading Score**	**Math Score**
NGSSS Algebra I EOC		399* (2011-12) 489** (2014-15) 497 (2014-2015 to present)
FCAT 2.0 FSA ELA FSA ELA	245 (2010-2013) 349 (2013-2014) 350 (2014-2015 to present)	
SAT	430	
ACT	19	
PERT		97
SAT (Beginning with Spring 2016 administration through August 1, 2018):		
SAT Evidence- Based Reading and Writing	430	
SAT Reading Subtest	24	
*Students who entered Grade 9 in the 2010–11 school year were required to earn course credit in Algebra 1 or an equivalent course and participate in the Algebra 1 EOC Assessment. The results of the Algebra 1 EOC Assessment must constitute 30% of these students' final course grade, but there is not a passing requirement for this cohort of students.		
**Students who took the assessment prior to the adoption of the passing score on the new scale adopted by the State Board in January 2016 are eligible to use the alternate passing score for graduation, which is linked to the passing score for the previous assessment requirement.		
Concordant Scores by Year Student Entered Grade 9: 2019~~18~~-2020~~19~~ and Beyond		
Assessment	**Reading Score**	**Math Score**
FSA Algebra I EOC		497
Grade 10 FSA ELA	350	
SAT	480 (EBRW)	420 (Math)
ACT	18 (Average of English and Reading)	16 (Math)
PSAT		430

~~Beginning with the spring 2016 test administration, the following comparative scores can be used to meet the Reading assessment graduation requirement:~~

- ~~New SAT Evidence-Based Reading and Writing – 430~~
- ~~New SAT Reading Subtest - 24~~

Once a student who has failed the required state assessment for graduation has met the assessment graduation requirement for a standard high school diploma with a concordant score, the student is not required to continue retaking the required state assessment for graduation for the purpose of high school graduation and may be removed from an intensive intervention course at the change of the semester. Students scoring at Level 1 and 2 on required state assessments in reading and/or math must continue to receive intervention and remediation within the MTSS framework irrespective of meeting graduation requirements through concordant/comparative score if the problem-solving team finds the services necessary.

Students Currently Holding a Certificate of Completion:

~~18.~~191. Students currently holding a Certificate of Completion who are seeking a standard diploma must meet a concordant score ~~-~~based on the statute governing their 9th grade cohort requirements. As always, students may use a combination of SAT and ACT scores to meet the high school graduation testing requirements.

Test	Date Taken	Concordant Score
SAT Mathematics	Prior to March 2005	370
	March 2005 and Beyond	340
SAT Reading	Prior to March 2005	410
	March 2005 and Beyond	420
ACT Reading	N/A	19
ACT Mathematics	N/A	15

PERT	Beginning with students who graduated in 2015 through 2022 graduates.	97

~~19.~~192. The flexibility for concordant score requirements will be retained for students in this cohort who do not meet the requirements in 2010.

a. Students presenting ACT scores (no date restriction): Students may use the 2003 ACT concordant score requirements to meet the high school graduation testing requirements in reading and mathematics.

b. Students presenting SAT scores dated prior to March 2005: Students must use the 2003 concordant score requirements to meet the high school graduation testing requirements in reading and mathematics.

c. Students presenting revised SAT scores dated March 2005 and beyond: Students may use either the 2003 or 2009 concordant score requirements (mix and match to their advantage) to meet the high school graduation testing requirements.

VI. Diploma Options

ACCEL Diploma

Selection of the ACCEL Diploma Option:

Prior to a student selecting the ACCEL accelerated diploma option, designated school personnel should meet with the student and his/her parent to explain the requirements, advantages, and disadvantages of this option.

Students choosing the ACCEL diploma option must attend high school as a full-time student. No requirements for the ACCEL accelerated three-year high school graduation options shall be established in excess of the requirements listed in statute. A student who meets all of the requirements for a three-year diploma shall be awarded a standard diploma in a form prescribed by the State Board of Education.

Course Requirements for the ACCEL Accelerated Diploma:

A Standard Diploma will be awarded to a student who:

~~20.~~193. Completes Florida's high school Standard Diploma course requirements (based on the grade 9 cohort year) without the required physical education course and only three credits in electives (total of 18 credits)

~~21.~~194. An on-line course is not required.

~~22.~~195. Maintains a cumulative grade point average (GPA) of 2.0 on a 4.0 scale.

Diploma Equivalency Options

Other diploma options for Manatee district students include:

~~23.~~196. Adult High School Diploma

~~24.~~197. High School Equivalency Diploma (GED) Option

~~25.~~198. Performance-Based Exit Option (for DJJ Students only)

Adult Student High School Diploma:

In order to earn an Adult Education Standard Diploma, a student enrolled in an adult education program must meet all of the requirements for a Standard Diploma. However, the laboratory component for the science requirements may be waived if facilities are not available and the credit in physical education may be waived and elective credit may be substituted.

Any course listed within the Florida Course Code Directory in the areas of art, drama, dance, or music may be taken by adult education students and will satisfy the credit in performing arts that is required for high school graduation.

High school credit may be awarded for educational experience in the Armed Forces, to include the following:

~~26.~~199. Two elective credits for any individual who has completed one full year of military service:

~~27.~~200. Correspondence courses completed under USAFI: or

~~28.~~201. Organized courses completed in a school operated by the Armed Forces.

Credits may be awarded for prior learning and nonacademic activities. Up to eight credits may be awarded for experience. High school credit may be granted on the basis of examinations, administered as prescribed in State Board Rule.

Course credit or other evidence of work earned in another school district at an accredited school shall be transferred into Manatee County Adult School based on face value as authorized by State Statute, State Board of Education Rules, Manatee County School Board Policy, and the appropriate school authority. If deemed necessary, additional validation may be required.

Students 16 years old or older, with the approval of the principal, may exercise the Adult Education course option to earn up to four additional credits during their high school career.

Special assistance to obtain a high school equivalency diploma pursuant to Florida Statute may be given only when the student has completed all requirements for graduation except the attainment of the required cumulative grade point average.

High School Equivalency Diploma (GED) Option:

The GED is a battery of four General Educational Development Tests. A student must be 16 years of age at the time of application.

The GED Testing Center is located at the Manatee Technical College. The student must apply and pay online to schedule their test at www.ged.com . The test itself is taken at MTC West.

A student under the age of 16 must complete the Florida GED Testing Program's Testing Eligibility Exception Form (also known as the Underage Waiver) and submit it to the approved GED Testing Center.

After satisfactorily passing the High School Equivalency Test, the student will receive a State of Florida High School Diploma and will be considered an adult graduate. The student may participate in the adult high school graduation ceremony.

Performance-Based Exit Option:

The Performance-Based Diploma Exit Option is an alternative route to graduation for eligible Department of Juvenile Justice (DJJ) students who may not graduate with their cohort group because of credit deficiency, low grade point average, or being over-age for the grade. The program is not an option for early exit; it is designed to help students who fall behind to graduate with their kindergarten cohorts by receiving a State of Florida High School Performance- Based Diploma.

The program is designed to provide some academic support for students who are in jeopardy of not graduating with their cohort group. These students cannot graduate before their entry level classmates. The Manatee County model includes direct, explicit instruction, and an online instructional program.

The students must meet all of the following eligibility criteria:

~~29.~~2. The student must be enrolled in and attending a PK-12 program.

~~30.~~3. The student is at least 16 years old.

~~31.~~4. The student is enrolled in courses that meet high school graduation requirements and is earning and receiving credits.

~~32.~~5. The student is over age for grade, behind in credits, has a low grade point average, and is in jeopardy of not graduating with his or her cohort group.

~~33.~~6. The cohort group with which the student entered kindergarten is graduating or has graduated.

~~34.~~7. The student's reading level must be at seventh grade or higher at the time of selection (ninth grade or higher at the time of testing for the Florida High School Diploma authorized under Rule 6A-6.0201, F.A.C), as documented by a passing score on the Test of Adult Basic Education (TABE) reading component or other assessment to determine grade-level proficiency.

~~35.~~8. The student has acceptable scores on official GED Practice Tests administered under testing conditions.

Admission Procedures:

After initial eligibility is determined, a comprehensive review of student records by the child study team, including grades, credits, and educational plans, must be completed to determine if the Performance-Based Exit Option Model is the most appropriate educational strategy.

Parents must be informed and give consent to the student's participation in this option.

The student's record must include notification and eligibility, parents' right to administrative review of proposed placement, and parent consent for student participation prior to placement.

Parents must be provided clarification that the student transcript will indicate an alternative graduation route.

Certificate of Completion

A Certificate of Completion shall be awarded to a student who completes the 24 required credits for graduation, but who does not meet one or more of the following requirements:

~~36.~~209. earning passing scores on the required state assessment or scores on a standardized test that are concordant with passing scores on the required state assessment;

~~37.~~210. achieving the required cumulative grade point average of 2.0 on a 4.0 scale; or

~~38.~~211. completing all other requirements in Student Progression and remedial instruction.

The student shall be awarded a certificate of completion in a form prescribed by the State Board. Any student who receives a Certificate of Completion may elect to remain in the secondary school, either as a full-time or part-time student, for up to one additional year, and receive special instruction designed to remedy his/her identified deficiencies. If the student meets the additional requirements to earn a diploma, the diploma will be awarded from the home high school.

There is no Certificate of Completion awarded to students who are seeking a three-year diploma option. If the student does not meet all of the requirements for a three-year diploma option, the student automatically reverts to the 24 credit requirements for the four-year standard diploma.

The district superintendent shall be responsible for insuring that schools notify all students of the consequences of failure to receive a Standard Diploma, including the potential ineligibility for financial assistance at postsecondary educational institutions.

The following section will be implemented to the extent that funding is provided in the General Appropriations Act. Students who have met all requirements for a Standard Diploma except for passage of the required state assessment or an alternative assessment by the end of grade 12 must be provided the following learning opportunities:

~~39.~~212. Participation in an accelerated high school equivalency diploma preparation program during the summer, and upon receipt of a certificate of completion, take the Postsecondary Readiness Test (PERT) and be admitted to remedial or credit courses at a state community college, as appropriate.

~~40.~~213. Participation in an adult general education program for such time as the student requires in order to master English, reading, mathematics, or any other subject required for high school graduation. Students attending adult basic, adult secondary, or vocational preparatory instruction are exempt from any requirement for the payment of tuition and fees, including lab fees. A student attending an adult general education program shall have the opportunity to take the required state assessment an unlimited number of times in order to receive a standard high school diploma.

~~41.~~214. Participation in an immersion English Language instruction program during the summer following the senior year. There must be documentation that students have been enrolled in an ESOL

program for less than two school years and that they have met all requirements for the standard high school diploma except for passage of the required state assessment or alternate assessment. Students receiving such instruction are eligible to take the required state assessment or alternative assessment and receive a standard high school diploma upon passage of the required state assessment or the alternative assessment. Upon receipt of a certificate of completion, a student will be allowed the opportunity to take the Postsecondary Readiness Test (PERT) and be admitted to remedial or credit courses at a state community college as appropriate.

VII. Exceptional Student Education

Standard Diploma Pathways

Effective school year 2014-2015, or after, all students with disabilities entering grade nine (for the first time) will be provided the opportunity to receive a standard high school diploma by meeting the same requirements as all students, OR through an alternate pathway as outlined below:

~~42.~~215. Standard Diploma available to all students to include students with disabilities:

a. Refer to Graduation Option Chart on page 77 - 78, first column, for specifics

b. Students with disabilities working for a scholar designation are not eligible for a waiver consideration, per scholar designation requirements.

c. Students with disabilities working for a merit designation may be considered for a waiver, if necessary, per merit requirements.

~~43.~~216. Standard Diploma Academic & Employment Pathway:

For any student with a disability, when the IEP team determines that mastery of academic (State Standards) and employment competencies is the most appropriate way for the student to demonstrate his/her skills, the student must demonstrate:

a. Documented achievement of all annual IEP goals, academic and employment competencies, industry certification, or occupational completion points (OCPs) in the student's transition plan; and

b. Maintain successful paid employment for at least one semester

c. Refer to Graduation Option Chart on page 77 - 78, center column

~~44.~~217. Standard Diploma Access Points Pathway:

For a student with a significant cognitive disability, when the IEP determines that mastery of State Standards Access Points is the most appropriate pathway, the student must be instructed in State Standards access points (modified curriculum) and participate in the statewide alternate assessment. This option includes:

a. Portfolio of quantifiable evidence for courses not measured by a state standardized assessment;

b. Refer to Graduation Option Chart on page 77 - 78, last column

Florida Standard Diploma High School Graduation Options for Students with Disabilities Entering 9th Grade in 2014-15 and Thereafter.

➢ **24 credit standard diploma option available to all students, including students with disabilities**	▪ **24 credit standard diploma option with academic and employment requirements, available only to students with disabilities**	❖ **24 credits standard diploma option available only to students with significant cognitive disabilities, who take access courses and the alternate assessment.**
4 Credits English Language Arts (ELA)		
➢ ELA I, II, III, IV ➢ ELA honors, Advanced Placement (AP), Advanced International Certification of Education (AICE), International Baccalaureate (IB), and dual enrollment courses may satisfy this requirement	▪ Must earn credits for all the courses listed in the first column ▪ May Substitute a CTE course with content related to English for English IV	❖ Must earn credits for all of the courses listed in the first column ❖ May substitute access courses for general education courses ❖ May substitute a CTE course with content related to English for English IV
4 Credits Mathematics		
➢ One of which must be Algebra I and one of which must be Geometry ➢ Industry certifications that lead to college credit may substitute for up to two mathematics credits (except for Algebra I and Geometry) scholar	▪ Must earn credits for all the courses listed in the first column ▪ May substitute a CTE course with content related to mathematics for one mathematics credit (except for Algebra I and Geometry)	❖ Must earn credits for all of the courses listed in the first column ❖ May substitute access courses for general education courses ❖ May substitute a CTE course with content related to mathematics for one mathematics credit (except for Algebra I and Geometry)

3 Credits Science		
➢ One of which must be Biology I, two of which must be equally rigorous science courses ➢ Two of three required credits must have a laboratory component ➢ An industry certification that leads to college credit substitutes for up to one science credit (except for Biology I)	▪ Must earn credits for all courses listed in the first column ▪ May substitute a CTE course with content related to science for one science credit (except Biology I)	❖ Must earn credits for all of the courses listed in the first column ❖ May substitute access courses for general education courses ❖ May substitute a CTE course with content related to science for one science credit (except Biology I)
3 Credits Social Studies		
➢ 1 credit World History ➢ 1 credit U.S. History ➢ .5 credit in U.S. Government ➢ .5 credit in Economics ~~with Financial Literacy~~	▪ Must earn credits for all courses listed in the first column ▪ May substitute a CTE course with content related to social studies for one social studies credit (except for U.S. History)	❖ Must earn credits for all of the courses listed in the first column ❖ May substitute access courses for general education courses. ❖ May substitute a CTE course with content related to social studies for one social studies course (except for U.S. History)
1 credit and Performing Arts, Speech and Debate, or Practical Arts ** see below		

8 Elective Credits		
	▪ Must include .5 credits in an employment-based course ▪ May include ESE Courses	❖ May include employment based course(s)
1 Credit Physical Education to include the integration of health		
1 Online Course		
Online course may be waived by IEP team		
All students must earn a 2.0 grade point average on a 4.0 scale and pass statewide assessments, or earn a concordant/comparative score, unless a waiver of assessment results is granted by the IEP team.		

❖ Parental consent is required before a student may take Access Point courses.

** Eligible courses and eligible course substitutes are specified in the Florida Course Code Directory at http://www.fldoe.org/articulation/CCD/default.asp.

CTE Course Substitutions for Graduation Requirements

Requirements for a standard diploma for students with disabilities for whom the IEP team has determined that participation in the Florida Alternate Assessment is the most appropriate measure of the student's skills, in accordance with subsection 6A-1.0943(5), F.A.C., and instruction in the access points is the most appropriate means of providing the student access to the general curriculum. Students must meet the graduation requirements specified in Section 1003.4282(1)-(9) or 1002.3105(5), F.S., through the access course specified for each required core course~~, through more rigorous ESE courses in the same content area or through core academic courses. Eligible access courses are described in the Course Code Directory and Instructional Personnel Assignments, in accordance with Rule 6A-1.09441, F.A.C.~~ or through core academic courses aligned with the general education curriculum standards."

Eligible CTE courses, as defined in paragraph (2)(d) of this rule, may substitute for Access English IV; one (1) mathematics credit, with the exception of Access Algebra 1A and Access Algebra 1B and Access Geometry; one (1) science credit, with the exception of Access Biology; and one (1) social studies credit with the exception of Access United States History. Eligible courses are described in the Course Code Directory and Instructional Personnel Assignments, in accordance with Rule 6A-1.09441, F.A.C.

Deferral of Standard Diploma

Once a student with a disability meets all the requirements for a standard diploma, they may defer the receipt of their diploma. This decision is made by the IEP team for the IEP in effect at the beginning of the year the student is expected to graduate and documented on the IEP. The IEP Team must review the benefits of deferring the standard high school diploma and describe to the parent and the student all services and program

options available.

Certain conditions must be met in order to defer the standard diploma:

~~45.~~218. The student's TIEP prescribes special education, transition planning, transition services, or related services through the student's 22nd birthday.

~~46.~~219. The student is enrolled in accelerated college credit, industry certification courses that lead to college credit, a collegiate high school, courses necessary for Scholar designation, or structured work-student, internship, or pre-apprenticeship.

The decision to defer a diploma must be made during the school year in which the student is expected to meet all graduation requirements. Students who fail to defer receipt of a standard high school diploma will be notified by the district, in writing, that receipt of the diploma ends the district's obligation to provide free appropriate public education (FAPE).

Students who choose to defer the receipt of the diploma will participate in a graduation ceremony with their graduation class. If student chooses to NOT participate in the graduation ceremonies, he/she forfeits the opportunity of participation in any future ceremonies.

Certificate of Completion

A student with a disability who receives a **certificate of completion** and has a TIEP that prescribes special education, transition planning, transition services, or related services may continue to receive free and appropriate public education (FAPE) until the student's 22nd birthday.

ESE Assessment Requirements

Standard Diploma with Required State Assessment Waiver

A student with a disability, as defined in S.1007.02(2), F.S., for whom the Individual Education Plan (IEP) committee determines that the required state assessment cannot accurately measure the student's abilities taking into consideration all allowable accommodations, shall have the required state assessment results waived for the purpose of receiving a standard high school diploma, if the student:

~~47.~~220. Completes the minimum number of credits and other requirements for graduation and

~~48.~~221. Does not earn passing scores on the required state assessment or on a standardized test that are concordant with passing scores on the required state assessment after attempting each required assessment at least once.

In order for the required state assessment graduation results to be waived, the School District of Manatee County IEP Team must meet to determine whether the required state assessment can accurately measure the student's abilities, taking into consideration allowable accommodations.

Consistent with the provisions of section 1003.43(11)(a), F.S., any senior who has not achieved a passing score on the required state assessment may receive intensive remediation.

Intensive Instruction Waiver:

Parents may submit a waiver of the intensive instruction requirement for their child to the student's school counselor. Exercising this option can jeopardize a student's opportunity for an ESE assessment waiver and prohibit students from participation in alternative graduation options in high school. The following criteria must be met to qualify for this waiver:

~~49.~~22. Parents must complete the Intensive Instruction Waiver Request form.

~~50.~~23. Student must be in 6th-11th grade.

End-of-Course Assessment Waiver

A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for who the IEP committee determines that an end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end-of-course assessment results waived for the purpose of determining the student's course grade and credit as required. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An individual IEP team will examine all information for each ESE student, and then make a determination regarding the potential for the results of the EOC to be waived.

Any waiver of the statewide, standardized assessment requirements by individual education plan team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent.

Semester grades for students using an End-of-Course Waiver will be averaged as follows:

Semester 1: Quarter 1=50% and Quarter 2 =50%

Semester 2: Quarter 3 =50% and Quarter 4 =50%.

VIII. English for Speakers of other Languages (ESOL)

Students who are enrolled in an ESOL program and have met all requirements for the standard high school diploma except for passage of the required state assessment or alternate assessment may receive immersion English language instruction during the summer following their senior year and/or return as a fifth year senior to have the opportunity to meet the graduation requirements. Students receiving such instruction are eligible to take the required state assessment or alternate assessment and receive a standard high school diploma upon passage of the required state assessment or the alternate assessment. This section will be implemented to the extent funding is provided in the General Appropriations Act.

Students who enter without records are eligible for the verification process as defined in the Uniform Transfer of Records guidelines.

IX. College Readiness

Schools shall use all available assessment results, including the results of statewide, standardized English language arts assessments and end-of-course assessments for Algebra I and Geometry, to advise students of any identified deficiencies and to provide appropriate postsecondary preparatory instruction before high school graduation.

College-Ready Cut Scores:

Cut Scores Indicating College Readiness						
ACT	Reading	19	English	17	Mathematics	19
SAT	Verbal	440			Mathematics	440
PERT	Reading	104	Writing	99	Mathematics	113

Changes to college-ready cut scores

As a result of standard setting, rescissions were made to the Postsecondary Education Readiness Test college-ready cut scores for each content area. The revised scores are applicable to assessments administered on or after the effective date (October 22, 2012). Procedures for students administered assessments prior to the effective date of the rule should be held to the cut scores in effect at the time of the administration or test date. The revised scores appear below.

Postsecondary Education Reading Test	
Reading	106
Writing	103
Mathematics	114

Additionally, the reading cut score for the American College Testing Program-Enhanced ACT and the math cut score for PERT was revised to align with the high school graduation requirement.

ACT	Reading	19
PERT	Mathematics	97

X. Exit Interviews

Manatee County students are required to remain enrolled in school until the age of 16. The student's school counselor or other school personnel is required to conduct an Exit Interview with a student to discuss actions that could be taken to keep the student in school. The student must be informed of opportunities to continue his/her education in a different environment, including, but not limited to, adult-education and GED test preparation. The student must complete a survey in the format prescribed by the Department of Education to provide data on reasons for terminating enrollment and actions taken by schools to keep students enrolled to

the student's school counselor.

K-12 Virtual Education, Section 4.9.3

I. Virtual Programs

Policy

The School Board has the authority to adopt rules for implementing the student progression requirements for students in grades kindergarten through twelve. The Student Progression Plan for Manatee County defines the criteria for graduation, participation in graduation, promotion, intensive remediation, course offerings, evaluating student performance, and reporting to students and parents. The Student Progression Plan for Manatee County has been developed based on Florida Statutes, current and local needs, and includes requirements for virtual education programs. For more information, see Florida Department of Education website – www.fldoe.org.

Virtual Education Programs

All students who choose to participate in a virtual education program must meet all of the local and state requirements for promotion, retention, and good cause exemptions. All instructional personnel, parents, and students are encouraged to become familiar with the requirements for progression from one grade to another, including the requisite testing programs.

Virtual instruction means a program of instruction provided in an interactive learning environment created through technology in which students are separated from their teachers by time, space, or both, and in which a Florida certified teacher is responsible for at least 70% of the online instruction to students in K-12.

As stipulated by the Florida K-20 Education Code (s.1002.20), parents have the right to choose educational options including virtual education. Manatee Virtual ~~Instructional Program~~School (MVS~~VIP~~), provides full-time and/or part-time opportunities for all Manatee County zoned and h~~H~~ome s~~S~~chool students to access middle and high school courses. A student's full-time school may not deny access to courses offered through any approved district virtual education program if the desired online course(s) is an appropriate course placement based on the student's academic history, grade level, and age.

Note: Per Florida Virtual memo of June 2011, public school students may only register for up to three FLVS courses at one time.

- Full-time virtual education is available for home education and FLVS students.
- A student must be assigned to a FLVS teacher either before the school year begins or semester begins or within the first ten days of either semester to be able to withdraw from a SDMC face-to-face course.

The Manatee County School District shall provide students with access to enroll in courses available through the MVSIP option of the student and parent's choice and shall award credits or academic points for successful completion of such courses. While a district may not artificially limit a student's enrollment in online courses offered by the school district, another school district or FLVS if the student would be academically eligible to enroll in the same courses in a brick-and-mortar setting within the district, a district still has authority and responsibility to provide academic guidance to their students. This includes limiting enrollment in courses for which the student is not academically qualified, in the same manner it would limit a student from enrolling in brick-and-mortar courses for which the student is not academically qualified.

Access to approved virtual courses shall be available to zoned school students during or after the normal school day. Students wishing to take courses through an MVSIP option must work closely with their school counselor to ensure that appropriate virtual courses are reviewed and approved in order to match the needs of the students. MVSIP courses are available during the academic school year and summer session.

An important characteristic of the virtual instruction program is that students, along with a responsible adult, assume the responsibility for student success. All courses offered in the virtual instruction program are based on the Florida State Standards. All full-time Manatee virtual students are required to take and pass the state-required assessments at their zoned school. Students are able to participate in extracurricular activities at their zoned school. The virtual school option requires eligible students with the capacity and motivation to become independent learners.

Manatee Schools offer only Virtual Instructional Programs approved by the Florida Department of Education. All Virtual Instruction Providers are required to sign the District Assurances to affirm they are meeting all the requirements in Florida Statute. Manatee Virtual Program rules and procedures, both full and part-time, are included in the Manatee Virtual Program Handbook. Students who qualify for free and reduced lunch and do not have a computer at home may qualify to receive all required equipment.

All students enrolled in a virtual full-time district school program are subject to compulsory attendance requirements of s1003.21 Florida Statutes as specified in the Manatee Virtual Program Handbook. Attendance must be verified by virtual teacher, registrar, and the school district. The parent or a responsible adult is required to be available to assist the student as a learning coach through each school day. Middle school students will be graded on the average of the first semester grade and the second semester grade. If the student does not finish 100% of the second semester, they cannot pass the course regardless of their first semester grade. Courses that require an End-of-Course exam (EOC) must follow all state grading and credit requirements.

Middle and high school students will typically spend 5-6 hours daily on coursework and homework. Failure to make adequate progress or to demonstrate appropriate attendance may result in dismissal from the program.

MVSIP Programs:

In order for students to be eligible for any MVIP full-time virtual program for the 2022-20230 2021school year, the student must meet the eligibility requirements listed below.

51.224. Grades K-5 Criteria:

a. Children who are five years old on or before September 1, 2022~~0~~, are eligible to start kindergarten in August ~~2019~~2022.

b. To enter first grade, a child must be six years old on or before September 1, 2022~~0~~, and must have successfully completed kindergarten (Florida Statute 1003.21).

c. Have demonstrated academic success in the previous 2 years of school. Final report cards (If the student is moving to 1st grade, then submit kindergarten final report card).

d. State/District testing scores ~~FCAT,~~ FSA,~~ FAIR~~, AIMS Webb, iReady, other assessments from the 2021-2022~~19~~ 2020 school year. If the student is entering Kindergarten, no test scores required.

e. Apply for admissions in the enrollment window as posted on the Manatee County ~~Virtual Program website: https://www.manateeschools.net/Domain/1404.~~Schools website.

~~52.~~225. Grades 6-12 Criteria

a. Have demonstrated academic success in the previous semester courses

b. Have attained grade level proficiency on at least one of the following standardized test in the~~-~~ 2021-2022~~0 2021~~ school year:

- FSA ~~Sunshine State Standards~~
- All End of Course (EOC) Exams that student has already taken
- Stanford Achievement Test (50th percentile or higher on the Reading section)
- Iowa Test or Basic Skills (50th percentile or higher on the Reading section)
- Grade level proficiency on an official standardized test administered by another public school system

~~53.~~226. Reside in Manatee County

Full-time Virtual Education Options

MVS~~IP~~ provides one full-time virtual school program:

- Manatee Virtual School (MVS)

The full-time MVS is a contract program with FLVS which uses the FLVS curriculum and teachers.

Goals:

a. To provide a comprehensive virtual education program

b. To provide flexibility in student academic and non-academic scheduling

c. To provide opportunities for students to accelerate

To remain in MVS, a student must:

a. Maintain virtual attendance expectations as prescribed in the MVS and FLVS policies and procedures manual.

b. Meet benchmarks, including all state required-assessments.

c. Provide his/her own transportation to their zoned school on designated test days for all state required-assessments and provide photo ID.

d. Be considered zoned-school students for sports and extracurricular activities.

e. Follow and maintain course pace, according to course and instructor requirements.

f. Work with the zoned-school athletic director on any NCAA eligibility.

g. Agree and adhere to all the student and parent guidelines as stipulated in the Handbook.

h. Enroll and complete six half-credit courses each semester within the specified enrollment and completion dates.

How to apply to a Full Time Virtual Program

~~54.~~227. Manatee County public, charter, or home school students should consult with their school counselor, review the MVIP and FLVS websites. ~~You may also call the admission counselor at 941-301-8529~~.

Part-time Virtual Education Options

Students who wish to enroll in a virtual education option on a part-time ~~bases~~basis may choose to do so through either MVS or FLVS (see criteria above). This program allows students enrolled in public school or home school to take a portion of their coursework online for the purposes of acceleration, grade forgiveness or credit recovery. Zoned school students may participate in this program by taking any portion of their course-work online and at school (up to a total of 3 courses). Charter School students must register for FLVS courses for part-time enrollment. Public school students are required to take all required state assessments at their zoned school.

The performance of zoned school students shall be included for school grade or school improvement rating purposes by the non-virtual school providing the student's primary instruction.

Policies for Part-time Programs:

~~55.~~228. A student may not be placed in the same course concurrently at a district middle or high school and at Florida Virtual School.

~~56.~~229. Schools may not deny placement in a course offered through Florida Virtual School even if the school offers the same course.

~~57.~~230. A student who withdraws or is withdrawn from a virtual course within 28 days of entry must enroll in enough courses at the zoned school to maintain full-time enrollment status.

~~58.~~231. 8th grade students who are enrolled in a virtual program for an academic course must complete the academic course by the last day of school or will be placed in an alternative instructional setting.

General Information

Equipment Requirements

Students wishing to take a virtual course should have access to their own computer. Some provision is available to students with an established need as verified by the free-and-reduced lunch application process. Students must also have access to a phone to contact their teacher(s) for assistance.

Most virtual school courses make use of a wide variety of features and technologies, such as Java, Flash, Acrobat Reader, Apple QuickTime or Microsoft Media Player, and depending on the course, other specialized components that help students achieve a more immersive learning experience.

The PC, Mac, mobile and other hardware requirements vary according to the program provider and will be listed on each ~~programs~~program's website.

Due to the wide array of technologies in over 100 courses, there are some limitations to browsers and devices that the district can support. Currently, students may use recent versions of the following browsers:

- Internet Explorer 9.0 or higher
- Microsoft Edge
- Mozilla Firefox
- Google Chrome
- Apple Safari

~~MVIP~~/MVS/Florida Virtual School expects a full commitment to academic integrity from each student.

Academic integrity means:

- Student's work on each assignment will be completely his/her own.
- Student's collaboration with another classmate on any assignment will be pre-approved by their instructor.
- Students will not practice plagiarism in any form.
- Students will not allow others to copy their work.

- Students will not misuse content from the Internet.

Plagiarism is defined as follows: copying or using ideas or words (from another person, an online classmate, or an Internet or print source) and presenting them as your own.

Please be aware that all ~~MVIP/~~MVS/Florida Virtual School instructors utilize a **myriad of technologies to check student work for authenticity including, but not limited to, the upload of student work to TurnItIn.com**. In order to maintain the integrity of all grades, instructors may choose to facilitate random oral assessments and/or face-to-face exams. If an instructor confirms that a student has plagiarized work in any manner, the student will be subject to consequences determined by ~~MVIP/~~MVS /Florida Virtual School staff and may be **removed from the course and/or program with a failing grade.**

Extracurricular Activity Eligibility

A full-time virtual school student who meets specified academic and conduct requirements is eligible to participate in extracurricular activities at the zoned school.

Appendix A

Intensive Instruction Waiver Request

School District of Manatee County

Academic excellence is a priority for the School District of Manatee County. Providing students with every opportunity to develop today for their success tomorrow is our mission. To this end, intensive instruction is provided for students who do not demonstrate academic proficiency. This is a means to close the achievement gap and support students as they strive to earn their high school diploma.

Manatee County schools will provide intensive interventions for students with Reading and/or Math through a course called Intensive Reading and/or ~~Intensive~~ Foundational Math. These interventions shall be required for any student who has scored a Level 1 or 2 on the English Language Arts and/or a Level 1 or 2 on the Mathematics portion of the previous school year's FSA and/or for any student who has been identified as having a significant deficit in foundational reading and/or math skills among their cohort peers.

School administrators may use concordant/comparative scores on state-approved assessments as defined in state statute (~~,~~ SAT, ACT, PSAT) to determine proficiency if no state standardized scores are available at the time of enrollment.

Table 3: Concordant and Comparative Scores

Grade 10 FSA ELA or Grade 10 FCAT 2.0 Reading	
Available for *all* students who entered grade 9 in 2010–11 and beyond:	
SAT Evidence-Based Reading and Writing (EBRW)*	480
ACT English and Reading subtests**	18
Available *only* for students who entered grade 9 prior to 2018–19:	
SAT EBRW*	430
SAT Reading Subtest*	24
ACT Reading	19
Algebra 1 EOC (FSA or NGSSS)	
Available for *all* students who entered grade 9 in 2010–11 and beyond:	
PSAT/NMSQT Math***	430
SAT Math****	420
ACT Math	16
Available *only* for students who entered grade 9 prior to 2018–19:	
PERT Mathematics	97

*Administered in March 2016 or beyond. The combined score for the EBRW must come from the same administration of the Reading and Writing subtests. Students who entered grade 9 prior to 2018–19 may also use a concordant score of 430 on SAT EBRW or a 24 on the SAT Critical Reading subtest if it was earned prior to March 2016.
**The average of the English and Reading subtests. If the average of the two subject test scores results in a decimal (0.5), the score shall be rounded up to the next whole number. The scores for the English and Reading subject tests are not required to come from the same test administration.
***Administered in 2015 or beyond. Students who entered grade 9 in 2010–11 and beyond may also use a comparative score of 39 on PSAT/NMSQT Math if it was earned prior to 2015.
****Administered in March 2016 or beyond. Students who entered grade 9 in 2010–11 and beyond may also use a comparative score of 380 on SAT Math if it was earned prior to March 2016.

Parents/Guardian may submit a written request for a waiver of the intensive instruction requirement for their student who is in the 6th -11th grade.

Exercising this option can:

1. Jeopardize a student's opportunity for an ESE assessment waiver.
2. Prohibit students from participation in alternative graduation options in high school.
3. Jeopardize a student's ability to graduate with their school year cohort.
4. ~~be in effect only for the current school year and must be re-filed each subsequent school year so desired.~~

Parent/Guardian(s) who wish to remove their student from intensive interventions provided through an intensive Reading and/or ~~Intensive~~ Foundational Math course for their child must complete and sign this form and return it to the school counselor.

By signing this waiver you are acknowledging that you understand that your child will not receive intensive interventions for deficits in reading or math through an intensive language arts or intensive math course which is the model utilized by Manatee County S~~s~~chool D~~d~~istrict for providing specific reading or math interventions.

I wish to exempt my student from intensive instruction for the _____ school year in (_) Intensive Reading and/or (___) Foundational~~Intensive~~ Math. (Please check those that apply). I have read and understand the conditions listed above upon exercising this option. Should my student fail to demonstrate proficiency (Level 3 or higher or a concordant score) on future state assessments, that student will be placed back into intensive instruction courses, and I must complete a waiver of exemption from intensive instruction each school year.

Student Name: (Print)_____School: _____Grade:_____

Parent/Guardian Name (Print): _____

Parent/Guardian Signature:_____Date: _____

Principal acknowledgement _____Date: _____

Initial Draft, subject to change upon review from Just Read, Florida!

Appendix B

2020-2021 Curriculum, Instruction, and Assessment Decision Tree

Grade Level(s): Kindergarten

IF:	**Student meets the following criteria at beginning of school year:** FLKRS scale score of 497 or above **OR** i-Ready scale score of 362 or above **AND** Letter Name Identification- at least 20 upper/lower case letter names
THEN:	**TIER 1 Only**

TIER 1

Initial instruction:

- *is standards-aligned*
- *builds background and content knowledge, motivation*
- *provides print rich, systematic, scaffolded, and differentiated instruction*
- *incorporates writing in response to reading*
- *includes accommodations (IEP, ESOL or 504)*
- *incorporates the principles of Universal Design for Learning*
- *includes specially designed instruction for students with disabilities*

Core Curriculum

Please indicate your core curriculum and how its use by the students served is supported by strong evidence, moderate evidence, or promising evidence.

Wonders, McGraw-Hill Wonders includes the components that are necessary for a successful reading program including reading for meaning using high-quality text, systematic and explicit phonics instruction, and opportunities to apply the skills through reading and writing. The core materials include connected texts weekly, graphic organizers to support text structure, explicit vocabulary instruction, as well as explicit comprehension strategy instruction with opportunities for extended discussions and writing daily. All of these components fall under either the strong evidence or moderate evidence categories for evidenced-based practices. The development of these critical skills in Wonders has been shown to have a positive impact on student achievement.

Progress Monitoring

Assessment & Frequency	***Performance Criteria that indicates Tier 1 is sufficient***	***Performance Criteria that would prompt addition of Tier 2 interventions***
1. i-Ready Diagnostic- 3 times per year (August, January, May) 2. Letter Name Fluency Assessment- monthly until student fluently identifies at least 50 letter names 3. Running Record (Next Step in Guided Reading Assessments)- at least 2 times per year (January and May)	1. At least 50% progress towards typical growth target at mid-year (January) as measured by i-Ready diagnostic 2. Student fluently identifies at least 40 letter names at end of quarter 1 (October) as measured by a Letter Name Fluency Assessment 3. Student is reading at an instructional level B in January as measured by the Next Step in Guided Reading Assessment; student is reading at an instructional level D in May as measured by the Next Step in Guided Reading Assessment	1. Less than 50% progress towards typical growth at mid-year (January) as measured by i-Ready diagnostic 2. Student fluently identifies less than 40 letter names at the end of quarter 1 as measured by Letter Name Fluency Assessment 3. Student is reading at a Pre-A level in January as measured by The Next Step in Guided Reading Assessments; student is reading at an instructional level A or B in May

			as measured by the Next Step in Guided Reading Assessment
	How is the effectiveness of Tier 1 instruction being monitored? • Weekly administrative walkthroughs • Analysis of i-Ready diagnostic data three times per year • Monitoring of i-Ready lessons passed and time on task monthly • Analysis of Pre-A assessment data and running record data • MTSS Teams and Reading Leadership Teams • District walkthroughs of schools	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?*** • Targeted feedback to teachers based on administrative walkthroughs • School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom data • School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data • District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends • Literacy coaching cycles based on data, trends, and teacher needs	
	How is the effectiveness of Tier 1 curriculum being monitored? • Weekly administrative walkthroughs • i-Ready diagnostic data review • MTSS Teams and Reading Leadership Teams • Administrator and teacher feedback/input on curriculum maps	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 curriculum?*** • Incorporate UDL principals to meet the needs of all students • Provide PD on explicit, systematic, and multisensory instruction • Weekly PLC's including analysis of student work samples and formative assessment data • Weekly grade level collaborative planning using a backward design model	
	How is instruction modified for students who receive instruction through distance learning? Through the use of Schoology, students will receive a combination of live and recorded lessons, as well as, independent tasks assigned through Schoology. Live lessons may be delivered to whole groups, small groups, or one-on-one. Instruction during live and recorded lessons will include a balance of on grade level material and differentiated material based on student data and standards. Teachers will use gradual release to explicitly show a skill and strategy, guide students through understanding the skill and strategy, and assigning independent tasks to be completed weekly.		

Grade Level(s): Kindergarten	
IF:	**Student meets the following criteria at beginning of school year:** FLKRS scale score of 438-496 **OR** i-Ready scale score of 320-361 **AND** Letter Name Identification- 10-19 upper/lower case letter names
THEN:	**TIER 1 instruction and TIER 2 interventions**

TIER 1 instruction and TIER 2 interventions

Interventions:

- *are standards-aligned*
- *address gaps and reduce barriers to students' ability to meet Tier 1 expectations*
- *provide systematic, explicit, and interactive small group instruction targeting foundational/barrier skills*
- *are matched to the needs of the students*
- *provide multiple opportunities to practice the targeted skill(s) and receive feedback*
- *occurs during time allotted in addition to core instruction*
- *includes accommodations (IEP, ESOL or 504)*

TIER 2 Programs/Materials/Strategies & Duration	*TIER 2 Progress Monitoring*			
	Assessment & Frequency **Determined based on Focus of Intervention*	*Performance Criteria to discontinue Tier 2 intervention*	*Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction*	*Performance Criteria that would prompt addition of Tier 3 interventions*
i Ready Tools for Instruction lessons Literacy Footprints/Next Step Forward in Guided Reading Wonders Differentiated Tier 2 Lessons FCRR Activities SRA- Reading Mastery (based on school availability)	**1 of the following measures administered every other week:** • Letter Name Fluency • Letter Sound Fluency • Phoneme Segmentation Fluency • Nonsense Word Fluency	Evidence of meeting Tier 1 expectations and continued positive response to interventions as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks	Students are not yet proficient at Tier 1 expectations. Inconsistent response to interventions and limited change in closing the gap between where the student is performing, and grade level expectations as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks	Low or minimal response to interventions and evidence of limited change in trend line as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks

Number of times a week intervention provided	At least 3 times/ week	***Number of minutes per intervention session***	At least 20 min.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

	Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence. • i-Ready Tools for Instruction are targeted teacher-led lessons that focus on specific reading skills. The lessons target phonics, high frequency words, vocabulary, and comprehension. The lessons are intensive and can be individualized for struggling readers and include explicit and systematic instruction. Students who receive *i-Ready Instruction* showed greater learning gains than students who did not receive *i-Ready Instruction*. Effect sizes across subjects and grades were positive and generally strong. • Literacy Footprints/Next Step Forward in Guided Reading provides an explicit, systematic and multisensory approach to differentiated reading instruction. Evidence-based practices that are supported by these materials include targeted instruction in decoding words, analyzing word parts, phonemic awareness, reading strategies, explicit vocabulary instruction, direct comprehension instruction, opportunities for extended discussions, and connected writing opportunities. • Wonders Differentiated Lessons target individual reading skills that include phonemic awareness, phonics, vocabulary, fluency, and comprehension. They provide direct, explicit instruction in awareness of sounds, decoding words and word parts, as well as vocabulary and comprehension strategies which all support strong and moderate evidence-based practices. • The FCRR Routines are designed to be explicit and systematic in the 5 components of reading: PA, Phonics, Fluency, Vocabulary, & Comprehension. • SRA Reading Mastery was found to have potentially positive effects on reading achievement according to What Works Clearinghouse (WWC). This included substantial effects for oral reading fluency, letter/word identification, word attack, and reading vocabulary.
	How are Tier 2 interventions modified for students who receive interventions through distance learning? Tier 2 interventions will be delivered in live small group conferences through Schoology at least 3 times per week. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras and hot spots as needed to support live instruction. In addition, students have access to i-Ready at home.

Grade Level(s): Kindergarten			
IF:	**Student meets the following criteria at beginning of school year:** FLKRS scale score of 437 and below **OR** i-Ready scale score of 319 and below **AND** Letter Name Identification- less than 10 upper/lower case letter names		
THEN:	**TIER 1 instruction, TIER 2 interventions, and TIER 3 intensive interventions**		
TIER 1 instruction, TIER 2 interventions, and TIER 3 Intensive Interventions	Immediate, intensive intervention: • extended time • targeted instruction based on student need • small group or one-on-one instruction • accommodations (IEP, ESOL, or 504) • more frequent progress monitoring than TIER 1 instruction and TIER 2 interventions • *additional **time allotted is in addition** to core instruction and tier 2 interventions*		
	TIER 3 Programs/Materials/Strategies & Duration	***TIER 3 Progress Monitoring***	
		Assessment & Frequency ****Determined based on Focus of Intervention***	***Performance Criteria to remove Tier 3 and continue Tier 2 interventions in addition to Tier 1 instruction***
			Performance Criteria that would prompt changes to Tier 3 interventions

	i-Ready Tools for Instruction FCRR Targeted Activities Leveled Literacy Intervention (based on school availability) Saxon Phonics (based on school availability)	**1 of the following measures administered weekly:** • Letter Name Fluency • Letter Sound Fluency • Phoneme Segmentation Fluency • Nonsense Word Fluency	Continued positive response to interventions and evidence of trend line on track to meet norms/goals as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks	Limited or no response to interventions and evidence of limited change in trend line towards meeting norms/goals as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks
	All Tier 3 Interventions must be provided by a teacher who is certified in reading or has the reading endorsement.			
	Number of times a week intervention provided	Daily	***Number of minutes per intervention session***	At least 20 min.
	What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 intervention, including alignment with core curriculum and instruction? The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.			
	Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence. • i-Ready Tools for Instruction are targeted teacher led lessons that focus on specific reading skills. The lessons target phonics, high frequency words, vocabulary, and comprehension. The lessons are intensive and can be individualized for struggling readers and include explicit and systematic instruction. Students who receive *i-Ready Instruction* showed greater learning gains than students who did not receive *i-Ready Instruction*. Effect sizes across subjects and grades were positive and generally strong. • The FCRR Routines are designed to be explicit and systematic in the 5 components of reading: PA, Phonics, Fluency, Vocabulary, & Comprehension. • Leveled Literacy Intervention (LLI) has a strong rating as measured by the ESSA evidence standards. It provides explicit, systematic, and multisensory instruction in all of the components of reading instruction- phonological awareness, phonics, vocabulary, fluency, comprehension, writing, and oral language. • Saxon Phonics develops awareness of segments of sounds in speech and how they link to letters. This program teaches students to decode words, analyze word parts, and recognize words which are key components for strong evidence-based practices. It also helps students become fluent with word processing skills (moderate evidence to support evidence-based practices).			
	How are Tier 3 interventions modified for students who receive interventions through distance learning? Tier 3 interventions will be delivered in live one on one conferences through Schoology. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras and hot spots as needed to support live instruction. In addition, students have access to i-Ready at home.			

Grade Level(s): First and Second Grades	
IF:	**Student meets the following criteria at beginning of school year:** **1st grade:** i-Ready scale score of 434 and above **OR** Running Record instructional level C or above **2nd grade:** i-Ready scale score of 489 and above **OR** Running Record instructional level I or above
THEN:	**TIER 1 Only**
AND:	*Initial instruction:*

- ~~*is standards-aligned*~~
- ~~*builds background and content knowledge, motivation*~~
- ~~*provides print rich, systematic, scaffolded, and differentiated instruction*~~
- ~~*incorporates writing in response to reading*~~
- ~~*includes accommodations (IEP, ESOL or 504)*~~
- ~~*incorporates the principles of Universal Design for Learning*~~
- ~~*includes specially designed instruction for students with disabilities*~~

~~***Core Curriculum***~~

~~***Please indicate your core curriculum and how its use by the students served is supported by strong evidence, moderate evidence, or promising evidence.***~~

~~**Wonders, McGraw-Hill** Wonders includes the components that are necessary for a successful reading program including reading for meaning using high-quality text, systematic and explicit phonics instruction, and opportunities to apply the skills through reading and writing. The core materials include connected texts weekly, graphic organizers to support text structure, explicit vocabulary instruction, as well as explicit comprehension strategy instruction with opportunities for extended discussions and writing daily. All of these components fall under either the strong evidence or moderate evidence categories for evidenced-based practices. The development of these critical skills in Wonders has been shown to have a positive impact on student achievement.~~

~~***Progress Monitoring***~~

~~***Assessment & Frequency***~~	~~***Performance Criteria that indicates Tier 1 is sufficient***~~	~~***Performance Criteria to that would prompt addition of Tier 2 interventions***~~
~~1. i-Ready Diagnostic- 3 times per year (August, January, May)~~ ~~2. Running Record (Next Step in Guided Reading Assessments)- 3 times per year (August/September, January, and May)~~	~~1. At least 50% progress towards typical growth target at mid-year (January) as measured by i-Ready diagnostic~~ ~~2. Student is reading at an instructional level F and above (1st grade) or K and above (2nd grade) in January as measured by the Next Step in Guided Reading Assessment; student is reading at an instructional level I and above (1st grade) or L and above (2nd grade) in May as measured by the Next Step in Guided Reading Assessment~~	~~1. Less than 50% progress towards typical growth at mid-year (January) as measured by i-Ready diagnostic~~ ~~2. Student is reading below an instructional level F (1st grade) or K (2nd grade) in January as measured by The Next Step in Guided Reading Assessments; student is reading below an instructional level I (1st grade) or L (2nd grade) in May as measured by the Next Step in Guided Reading Assessment~~

~~***How is the effectiveness of Tier 1 instruction being monitored?***~~	~~***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?***~~
~~• Weekly administrative walkthroughs~~ ~~• Analysis of i-Ready diagnostic data three times per year~~ ~~• Monitoring of i-Ready lessons passed and time on task monthly~~ ~~• Analysis of running record data~~ ~~• MTSS Teams and Reading Leadership Teams~~ ~~• District walkthroughs of schools~~	~~• Targeted feedback to teachers based on administrative walkthroughs~~ ~~• School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom data~~ ~~• School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data~~ ~~• District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends~~ ~~• Literacy coaching cycles based on data, trends, and teacher needs~~
~~***How is the effectiveness of Tier 1 curriculum being monitored?***~~	~~***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 curriculum?***~~
~~• Weekly administrative walkthroughs~~ ~~• i-Ready diagnostic data review~~ ~~• MTSS Teams and Reading Leadership Teams~~	~~• Incorporate UDL principals to meet the needs of all students~~ ~~• Provide PD on explicit, systematic, and multisensory instruction~~ ~~• Weekly PLC's including analysis of student work samples and formative assessment data~~

	• Administrator and teacher feedback/input on curriculum maps	• Weekly grade level collaborative planning using a backward design model
	How is instruction modified for students who receive instruction through distance learning? Through the use of Schoology, students will receive a combination of live and recorded lessons, as well as, independent tasks assigned through Schoology. Live lessons may be delivered to whole groups, small groups, or one-on-one. Instruction during live and recorded lessons will include a balance of on grade level material and differentiated material based on student data and standards. Teachers will use gradual release to explicitly show a skill and strategy, guide students through understanding the skill and strategy, and assigning independent tasks to be completed weekly.	

Grade Level(s): First and Second				
IF:	**Student meets the following criteria at beginning of school year:** **1st grade:** i-Ready scale score of 391-433 **OR** Running Record instructional level A or B **2nd grade:** i-Ready scale score of 419-488 **OR** Running Record instructional level E-H			
THEN:	**TIER 1 instruction and TIER 2 interventions**			
TIER 1 instruction and TIER 2 interventions	*Interventions:* • *are standards-aligned* • *address gaps and reduce barriers to students' ability to meet Tier 1 expectations* • *provide systematic, explicit, and interactive small group instruction targeting foundational/barrier skills* • *are matched to the needs of the students* • *provide multiple opportunities to practice the targeted skill(s) and receive feedback* • *occurs during time allotted in addition to core instruction* • *includes accommodations (IEP, ESOL or 504)*			
	TIER 2 Programs/Materials/Strategies & Duration	***TIER 2 Progress Monitoring***		
		Assessment & Frequency ****Determined based on Focus of Intervention***	***Performance Criteria to discontinue Tier 2 intervention***	***Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction***	***Performance Criteria that would prompt addition of Tier 3 interventions***
	i-Ready Tools for Instruction lessons Literacy Footprints/Next Step Forward in Guided Reading Wonders Differentiated Tier 2 Lessons FCRR Activities SRA- Reading Mastery (based on school availability)	1 of the following measures administered every other week: • Letter Name Fluency • Letter Sound Fluency • Phoneme Segmentation Fluency • Nonsense Word Fluency • Oral Reading Fluency	Evidence of meeting Tier 1 expectations and continued positive response to interventions as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks	Students are not yet proficient at Tier 1 expectations. Inconsistent response to interventions and limited change in closing the gap between where the student is performing, and grade level expectations as measured by progress monitoring tool every other week for a minimum of (but not limited	Low or minimal response to interventions and evidence of limited change in trend line as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks

			to) 6 weeks	
Number of times a week intervention provided	At least 3 times/ week	***Number of minutes per intervention session***	At least 20 min.	

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

- i-Ready Tools for Instruction are targeted teacher-led lessons that focus on specific reading skills. The lessons target phonics, high frequency words, vocabulary, and comprehension. The lessons are intensive and can be individualized for struggling readers and include explicit and systematic instruction. Students who receive *i-Ready Instruction* showed greater learning gains than students who did not receive *i-Ready Instruction*. Effect sizes across subjects and grades were positive and generally strong.
- Literacy Footprints/Next Step Forward in Guided Reading provides an explicit, systematic and multisensory approach to differentiated reading instruction. Evidence-based practices that are supported by these materials include targeted instruction in decoding words, analyzing word parts, phonemic awareness, reading strategies, explicit vocabulary instruction, direct comprehension instruction, opportunities for extended discussions, and connected writing opportunities.
- Wonders Differentiated Lessons target individual reading skills that include phonemic awareness, phonics, vocabulary, fluency, and comprehension. They provide direct, explicit instruction in awareness of sounds, decoding words and word parts, as well as vocabulary and comprehension strategies which all support strong and moderate evidence-based practices.
- The FCRR Routines are designed to be explicit and systematic in the 5 components of reading: PA, Phonics, Fluency, Vocabulary, & Comprehension.
- SRA Reading Mastery was found to have potentially positive effects on reading achievement according to What Works Clearinghouse (WWC). This included substantial effects for oral reading fluency, letter/word identification, word attack, and reading vocabulary.

How are Tier 2 interventions modified for students who receive interventions through distance learning?

Tier 2 interventions will be delivered in live small group conferences through Schoology at least 3 times per week. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras ad hot spots as needed to support live instruction. In addition, students have access to i-Ready at home.

Grade Level(s): First and Second

IF:

Student meets the following criteria at beginning of school year:

1st **grade:** i-Ready scale score of 390 and below **OR** Pre-A reading level (knows under 40 letter names)

2nd **grade:** i-Ready scale score of 418 and below **OR** Running Record instructional level D and below

THEN:

TIER 1 instruction, TIER 2 interventions, and TIER 3 intensive interventions

TIER 1 instruction, TIER 2 interventions, and TIER 3 Intensive Interventions

Immediate, intensive intervention:

- extended time
- targeted instruction based on student need
- small group or one-on-one instruction
- accommodations (IEP, ESOL, or 504)
- more frequent progress monitoring than TIER 1 instruction and TIER 2 interventions
- *additional* ***time allotted is in addition*** *to core instruction and tier 2 interventions*

TIER 3 Programs/Materials/Strategies & Duration	***TIER 3 Progress Monitoring***		
	Assessment & Frequency ****Determined based on Focus of Intervention***	***Performance Criteria to remove Tier 3 and continue Tier 2 interventions in addition to Tier 1 instruction***	***Performance Criteria that would prompt changes to Tier 3 interventions***
i-Ready Tools for Instruction FCRR Targeted Activities Leveled Literacy Intervention (based on school availability) Saxon Phonics (based on school availability)	**1 of the following measures administered weekly:** • Letter Name Fluency • Letter Sound Fluency • Phoneme Segmentation Fluency • Nonsense Word Fluency • Oral Reading Fluency	Continued positive response to interventions and evidence of trend line on track to meet norms/goals as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks	Limited or no response to interventions and evidence of limited change in trend line towards meeting norms/goals as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks

All Tier 3 Interventions must be provided by a teacher who is certified in reading or has the reading endorsement.

Number of times a week intervention provided	Daily	***Number of minutes per intervention session***	At least 20 min

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 intervention, including alignment with core curriculum and instruction?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

- i-Ready Tools for Instruction are targeted teacher led lessons that focus on specific reading skills. The lessons target phonics, high frequency words, vocabulary, and comprehension. The lessons are intensive and can be individualized for struggling readers and include explicit and systematic instruction. Students who receive *i-Ready Instruction* showed greater learning gains than students who did not receive *i-Ready Instruction*. Effect sizes across subjects and grades were positive and generally strong.

	• The FCRR Routines are designed to be explicit and systematic in the 5 components of reading: PA, Phonics, Fluency, Vocabulary, & Comprehension. • Leveled Literacy Intervention (LLI) has a strong rating as measured by the ESSA evidence standards. It provides explicit, systematic, and multisensory instruction in all of the components of reading instruction- phonological awareness, phonics, vocabulary, fluency, comprehension, writing, and oral language. • Saxon Phonics develops awareness of segments of sounds in speech and how they link to letters. This program teaches students to decode words, analyze word parts, and recognize words which are key components for strong evidence-based practices. It also helps students become fluent with word processing skills (moderate evidence to support evidence-based practices).
	How are Tier 3 interventions modified for students who receive interventions through distance learning? Tier 3 interventions will be delivered in live one on one conferences through Schoology. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras to support live instruction. In addition, students have access to i-Ready at home.

Grade Level(s): Third-Fifth			
IF:	**Student meets the following criteria at beginning of school year:** 3rd Grade: i-Ready scale score of 511 or above 4th Grade: i-Ready scale score of 557 or above 5th Grade: i-Ready scale score of 581 or above		
THEN:	**TIER 1 Only**		
TIER 1	*Initial instruction:* • *is standards-aligned* • *builds background and content knowledge, motivation* • *provides print rich, systematic, scaffolded, and differentiated instruction* • *incorporates writing in response to reading* • *includes accommodations (IEP, ESOL or 504)* • *incorporates the principles of Universal Design for Learning* • *includes specially designed instruction for students with disabilities*		
	Core Curriculum		
	Please indicate your core curriculum and how its use by the students served is supported by strong evidence, moderate evidence, or promising evidence.		
	Wonders, McGraw-Hill Wonders includes the components that are necessary for a successful reading program including reading for meaning using high-quality text, systematic and explicit phonics instruction, and opportunities to apply the skills through reading and writing. The core materials include connected texts weekly, graphic organizers to support text structure, explicit vocabulary instruction, as well as explicit comprehension strategy instruction with opportunities for extended discussions and writing daily. All of these components fall under either the strong evidence or moderate evidence categories for evidenced-based practices. The development of these critical skills in Wonders has been shown to have a positive impact on student achievement.		
	Progress Monitoring		
	Assessment & Frequency	***Performance Criteria that indicates Tier 1 is sufficient***	***Performance Criteria to that would prompt addition of Tier 2 interventions***
	1. i-Ready Diagnostic- 3 times per year (August, January, May) 2. District Quarterly Benchmarks	1. At least 50% progress towards typical growth target at mid-year (January) as measured by i-Ready diagnostic	1. Less than 50% progress towards typical growth at mid-year (January) as measured by i-Ready diagnostic

	(October, December, Optional in March) 3. FSA Assessment – annually	2. Student scores Level 3 or higher on Q1 or Q2 district benchmarks 3. Student scores Level 3 or higher on FSA (April/May)	2. Student scores Level 1 or 2 on Q1 or Q2 district benchmarks 3. Student scores Level 1 or 2 on FSA (April/May)
	How is the effectiveness of Tier 1 instruction being monitored? • Weekly administrative walkthroughs • Analysis of i-Ready diagnostic data three times per year • Monitoring of i-Ready lessons passed and time on task monthly • Analysis of district benchmark data • MTSS Teams and Reading Leadership Teams • District walkthroughs of schools	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?*** • Targeted feedback to teachers based on administrative walkthroughs • School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom data • School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data • District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback-school support is adjusted based on trends • Literacy coaching cycles based on data, trends, and teacher needs	
	How is the effectiveness of Tier 1 curriculum being monitored? • Weekly administrative walkthroughs • i-Ready diagnostic data review • MTSS Teams and Reading Leadership Teams • Administrator and teacher feedback/input on curriculum maps	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 curriculum?*** • Incorporate UDL principals to meet the needs of all students • Provide PD on explicit, systematic, and multisensory instruction • Weekly PLC's including analysis of student work samples and formative assessment data • Weekly grade level collaborative planning using a backward design model	
	How is instruction modified for students who receive instruction through distance learning? Through the use of Schoology, students will receive a combination of live and recorded lessons, as well as, independent tasks assigned through Schoology. Live lessons may be delivered to whole groups, small groups, or one-on-one. Instruction during live and recorded lessons will include a balance of on grade level material and differentiated material based on student data and standards. Teachers will use gradual release to explicitly show a skill and strategy, guide students through understanding the skill and strategy, and assigning independent tasks to be completed weekly.		

Grade Level(s): Third-Fifth

IF:

Student meets the following criteria at beginning of school year:

3rd Grade: i-Ready scale score of 474-510
4th Grade: i-Ready scale score of 496-556
5th Grade: i-Ready scale score of 542-580

THEN:

TIER 1 instruction and TIER 2 interventions

TIER 1 instruction and TIER 2 interventions

Interventions:

- *are standards-aligned*
- *address gaps and reduce barriers to students' ability to meet Tier 1 expectations*
- *provide systematic, explicit, and interactive small group instruction targeting foundational/barrier skills*
- *are matched to the needs of the students*
- *provide multiple opportunities to practice the targeted skill(s) and receive feedback*
- *occurs during time allotted in addition to core instruction*
- *includes accommodations (IEP, ESOL or 504)*

TIER 2 Programs/Materials/Strategies & Duration	*TIER 2 Progress Monitoring*			
	Assessment & Frequency **Determined based on Focus of Intervention*	*Performance Criteria to discontinue Tier 2 intervention*	*Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction*	*Performance Criteria that would prompt addition of Tier 3 interventions*
i-Ready Tools for Instruction lessons Wonders Differentiated Tier 2 Lessons FCRR Activities SRA- Corrective Reading (based on school availability)	1 of the following measures administered every other week: • Nonsense Word Fluency • Oral Reading Fluency • DAZE/MAZE Passages	Evidence of meeting Tier 1 expectations and continued positive response to interventions as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks	Students are not yet proficient at Tier 1 expectations. Inconsistent response to interventions and limited change in closing the gap between where the student is performing, and grade level expectations as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks	Low or minimal response to interventions and evidence of limited change in trend line as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks

Number of times a week intervention provided	At least 3 times/ week	***Number of minutes per intervention session***	At least 20 min.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

- i-Ready Tools for Instruction are targeted teacher-led lessons that focus on specific reading skills. The lessons target phonics, high frequency words, vocabulary, and comprehension. The lessons are intensive and can be individualized for struggling readers and include explicit and systematic instruction. Students who receive *i-Ready Instruction* showed greater learning gains than students who did not receive *i-Ready Instruction*. Effect sizes across subjects and grades were positive and generally strong.
- Wonders Differentiated Lessons target individual reading skills that include phonemic awareness, phonics, vocabulary, fluency, and comprehension. They provide direct, explicit instruction in awareness of sounds, decoding words and word parts, as well as vocabulary and comprehension strategies which all support strong and moderate evidence-based practices.
- The FCRR Routines are designed to be explicit and systematic in the 5 components of reading: PA, Phonics, Fluency, Vocabulary, & Comprehension.
- SRA Corrective Reading was found to have potentially positive effects on reading achievement according to What Works Clearinghouse (WWC). This included substantial effects for oral reading fluency, letter/word identification, word attack, and reading vocabulary.

How are Tier 2 interventions modified for students who receive interventions through distance learning?

Tier 2 interventions will be delivered in live small group conferences through Schoology at least 3 times per week. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras ad hot spots as needed to support live instruction. In addition, students have access to i-Ready at home.

Grade Level(s): Third-Fifth

IF:	**Student meets the following criteria at beginning of school year:** 3rd Grade: i-Ready scale score of 473 and below 4th Grade: i-Ready scale score of 495 and below 5th Grade: i-Ready scale score of 541 and below
THEN:	**TIER 1 instruction, TIER 2 interventions, and TIER 3 intensive interventions**

TIER 1 instruction, TIER 2 interventions, and TIER 3 Intensive Interventions

Immediate, intensive intervention:

- extended time
- targeted instruction based on student need
- small group or one-on-one instruction
- accommodations (IEP, ESOL, or 504)
- more frequent progress monitoring than TIER 1 instruction and TIER 2 interventions
- *additional **time allotted is in addition** to core instruction and tier 2 interventions*

TIER 3 Programs/Materials/Strategies & Duration	***TIER 3 Progress Monitoring***		
	Assessment & Frequency	***Performance Criteria to remove Tier 3 and continue Tier 2 interventions in addition to Tier 1 instruction***	***Performance Criteria that would prompt changes to Tier 3 interventions***
i-Ready Tools for Instruction FCRR Targeted Activities Leveled Literacy Intervention (based on school availability)	**1 of the following measures administered weekly:** • Nonsense Word Fluency • Oral Reading Fluency • DAZE/MAZE Passages	Continued positive response to interventions and evidence of trend line on track to meet norms/goals as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks	Limited or no response to interventions and evidence of limited change in trend line towards meeting norms/goals as measured by progress monitoring tool every other week for a minimum of (but not limited to) 6 weeks

All Tier 3 Interventions must be provided by a teacher who is certified in reading or has the reading endorsement.

Number of times a week intervention provided	Daily	***Number of minutes per intervention session***	At least 20 min.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 intervention, including alignment with core curriculum and instruction?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

- i-Ready Tools for Instruction are targeted teacher led lessons that focus on specific reading skills. The lessons target phonics, high frequency words, vocabulary, and comprehension. The lessons are intensive and can be individualized for struggling readers and include explicit and systematic instruction. Students who receive *i-Ready Instruction* showed greater learning gains than students who did not receive *i-Ready Instruction*. Effect sizes across subjects and grades were positive and generally strong.
- The FCRR Routines are designed to be explicit and systematic in the 5 components of reading: PA, Phonics, Fluency, Vocabulary, & Comprehension.

	• Leveled Literacy Intervention (LLI) has a strong rating as measured by the ESSA evidence standards. It provides explicit, systematic, and multisensory instruction in all of the components of reading instruction- phonological awareness, phonics, vocabulary, fluency, comprehension, writing, and oral language.
	How are Tier 3 interventions modified for students who receive interventions through distance learning? Tier 3 interventions will be delivered in live one on one conferences through Schoology. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras to support live instruction. In addition, students have access to i-Ready at home.

Assessment/Curriculum Decision Tree

Grade Level(s): Kindergarten

IF:

Student meets at least two out of three of the following criteria at beginning of school year:

- F.A.S.T. (scores TBD)
- i-Ready overall scale score 362 or above
- Letter Name Identification (from Next Step Guided Reading Assessment Kit)- at least 20 upper/lower case letter names

THEN: **TIER 1 Only**

TIER 1

Core Instruction:

- *is standards-aligned;*
- *builds background and content knowledge;*
- *provides print-rich, systematic, scaffolded, differentiated instruction, and corrective feedback;*
- *incorporates writing in response to reading;*
- *includes accommodations (IEP, ESOL, or 504);*
- *incorporates the principles of Universal Design for Learning; and*
- *includes specially designed instruction for students with disabilities.*

Core Curriculum

Please indicate your core curriculum and how its use by the students served is supported by strong evidence, moderate evidence, or promising evidence.

Florida Benchmark Advance is a State Approved Tier 1 Core Program

Progress Monitoring

Assessment & Frequency	*Performance Criteria that indicates Tier 1 is sufficient for at least 80% of students*	*Performance Criteria that prompts the addition of Tier 2 interventions for students not meeting expectation/benchmark*
1. i-Ready Diagnostic- 3 times per year (August, January, May) 2. Letter Name Fluency Assessment- monthly until student fluently identifies at least 50 letter names 3. Running Record (Next Step in Guided Reading Assessments)- at least 2 times per year (January and May) 4. F.A.S.T. (3x per year)	1. At least 50% progress towards typical growth target at mid- year (February) as measured by i-Ready diagnostic 2. Student fluently identifies at least 40 letter names at end of quarter 1 (October) as measured by a Letter Name Identification Assessment (from Next Step Guided Reading Assessment Kit) 3. Student is reading at an instructional level B in January as measured by the Next Step in Guided Reading Assessment;	1. Less than 50% progress towards typical growth at mid-year (February) as measured by i-Ready diagnostic 2. Student fluently identifies less than 40 letter names at the end of quarter 1 (October) as measured by Letter Name Identification Assessment (from Next Step Guided Reading Assessment Kit) 3. Student is reading at a Pre-A level in January as measured by The Next Step in Guided Reading Assessments; student is

		student is reading at an instructional level D in May as measured by the Next Step in Guided Reading Assessment 4. F.A.S.T. (scores TBD)	reading at an instructional level A or B in May as measured by the Next Step in Guided Reading Assessment 4. F.A.S.T. (scores TBD)
	How is the effectiveness of Tier 1 instruction being monitored? • Weekly administrative walkthroughs • Analysis of i-Ready diagnostic data three times per year • Monitoring of i-Ready lessons passed and time on task monthly • Analysis of Pre-A assessment data and running record data • MTSS Teams and Literacy Leadership Teams • District walkthroughs of schools	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction provided to in-person students? Provided to distance learning students?*** For both in person and distance learning instruction: • Targeted feedback to teachers based on administrative walkthroughs/observations • School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data • School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data • District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback-school support is adjusted based on trends • Literacy coaching cycles based on data, trends, and teacher needs	
	How is the effectiveness of Tier 1 curriculum being monitored? • Weekly administrative walkthroughs • i-Ready diagnostic data review • MTSS Teams and Reading Leadership Teams • Administrator and teacher feedback/input on curriculum maps • Monthly PLC's by grade level to study student work, data analysis, and review curriculum	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 curriculum? Provided to distance learning students?*** For both in person and distance learning instruction: • Incorporate UDL principals to meet the needs of all students • Provide PD on explicit, systematic, and multisensory instruction • Weekly PLC's including analysis of student work samples and formative assessment data • Weekly grade level collaborative planning using a backward design model	
	How is instruction provided to students who receive instruction through distance learning? Through the use of Schoology, students will receive a combination of live and recorded lessons, as well as, independent tasks assigned through Schoology. Live lessons may be delivered to whole groups, small groups, or one-on-one. Instruction during live and recorded lessons will include a balance of on grade level material and differentiated material based on student data and standards. Teachers will use gradual release to explicitly show a skill and strategy, guide students through understanding the skill and strategy, and assign independent tasks to be completed weekly.		

IF:	**Student meets at least two of the three following criteria at beginning of school year:** • F.A.S.T. (scores TBD) • i-Ready overall scale score 320-361 • Letter Name Identification (from Next Step Guided Reading Assessment Kit)- 10-19 upper/lower case letter names
THEN:	**TIER 1 instruction and TIER 2 interventions**

TIER 1instruction and TIER 2 interventions

Supplemental Instruction/Intervention:

- *are standards-aligned;*
- *address gaps and reduce barriers to students' ability to meet Tier 1 expectations;*
- *provide systematic, explicit, and interactive small group instruction targeting foundational/barrier skills*
- *are matched to the needs of the students;*
- *provide multiple opportunities to practice the targeted skill(s) and receive corrective feedback;*
- *occurs during time allotted in addition to core instruction; and*
- *includes accommodations (IEP, ESOL, or 504).*

TIER 2 Programs/Materials/Strategies & Duration	*TIER 2 Progress Monitoring*			
	Assessment & Frequency	*Performance Criteria to discontinue Tier 2 interventions*	*Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction*	*Performance Criteria that prompts the addition of Tier 3 interventions*
Literacy Footprints Intervention Partner Kit Literacy Footprints Benchmark Advance Differentiated Tier 2 Lessons SIPPS - Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (based on school availability; would begin in January for Kindergarten) i-Ready Tools for Instruction lessons Leveled Literacy Intervention- LLI (based on school availability) Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)	**1 of the following DIBELS 8th Edition measures administered every other week and determined based on the focus of the intervention:** • Phonemic Segmentation Fluency • Nonsense Word Fluency • Word Reading Fluency DIBELS Scoring and Administration Manual	Student consistently scores at the 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention. DIBELS Benchmark Goals	Student consistently scores at the 'Strategic' (Yellow) level of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is an insufficient response to the intervention. DIBELS Benchmark Goals	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention. DIBELS Benchmark Goals

Number of times per week intervention provided	At least 3 times per week	*Number of minutes per intervention session*	At least 15-30 minutes

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction, provided to in-person students? Provided to distance learning students?

The Teacher Collaborative Team (TCT), virtual or face-to-face, that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

- Literacy Footprints/Intervention Partner Kit: Three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- Benchmark Advance Differentiated Tier 2 Lessons: This resource was a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company. (2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.
- SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words: The SIPPS program was evaluated in a comparative study and showed significantly greater gains in decoding on a normed assessment test. The findings showed that SIPPS is an effective program for teaching all students to decode and indicate that it is particularly effective for English language learners and socioeconomically disadvantaged students. The program incorporates the recommendations found in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016), which have moderate to strong evidence to support the practices used in the program. SIPPS has shown the largest gains in reading ability for students who typically have the most difficulty. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- i-Ready Tools for Instruction: Meets Level 2 (Moderate Evidence) based on the type of study done and the effects of the program on reading achievement. According to *An Impact Evaluation of i-Ready Diagnostic and Instruction Implementation for Reading*, effect sizes across subjects and grades were positive and generally strong.
- Leveled Literacy Intervention (LLI): LLI has a strong rating according to the Evidence for ESSA website.
- Imagine Language and Literacy: This program has a promising rating according the Evidence for ESSA website.

How are Tier 2 interventions provided to students who receive interventions through distance learning?

Tier 2 interventions will be delivered in live small group conferences through Schoology. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras and hot spots as needed to support live instruction. In addition, students have access to i-Ready at home.

IF:	**Student meets at least two out of three of the following criteria at beginning of school year:** • F.A.S.T. (scores TBD) • i-Ready score of 319 and below • Letter Name Identification (from Next Step Guided Reading Assessment Kit)- less than 10 upper/lower case letter names
THEN:	**TIER 1 instruction, TIER 2 interventions, and TIER 3 intensive interventions**

TIER 1 instruction, TIER 2 interventions, and TIER 3 Intensive Interven

Intensive, Individualized Instruction/Intervention:

- *is targeted instruction based on student need;*
- *provides small group or one-on-one instruction;*
- *includes accommodations (IEP, ESOL, or 504);*
- *includes more frequent progress monitoring than Tier 1 instruction and Tier 2 interventions; and ensures additional* ***time allotted is in addition*** *to core instruction and Tier 2 interventions.*

Tier 3 Programs/Materials/Strategies & Duration	*Tier 3 Progress Monitoring*			
	Assessment & Frequency	*Performance Criteria to discontinue Tier 3 interventions*	*Performance Criteria indicating continuation of Tier 3 interventions*	*Performance Criteria that prompts intensified Tier 3 interventions*
Literacy Footprints Intervention Partner Kit Leveled Literacy Intervention- LLI (based on school availability) i-Ready Tools for Instruction Imagine Language and Literacy – Teacher Action Lessons (ELL students with 2.9 or below ACCESS scores OR new ELL's) Benchmark Advance Tier 3 Intervention (based on school availability)	**1 of the following DIBELS 8th Edition measures administered every week and determined based on the focus of the intervention:** • Phonemic Segmentation Fluency • Nonsense Word Fluency • Word Reading Fluency DIBELS Scoring and Administration Manual	Student consistently scores at the 'Strategic' (Yellow) or 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention. DIBELS Benchmark Goals	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is an insufficient or poor response to the intervention. DIBELS Benchmark Goals	Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still scoring at 'Intensive' levels based on DIBELS norms **AND** DIBELS progress monitoring data points do not show student's trend line is closing the gap towards meeting the goal/aim line.

All Tier 3 interventions must be provided by a teacher who is certified in reading or has the reading endorsement.

Number of times per week intervention provided	*Daily*	*Number of minutes per intervention session*	*At Least 15-30 min*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions, including alignment with core curriculum and instruction, provided to in-person students? Provided to distance learning students?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data, including distance learning students in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

- Literacy Footprints/Intervention Partner Kit: Three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences- IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- Leveled Literacy Intervention (LLI) has a strong rating according to the Evidence for ESSA website.
- i-Ready Tools for Instruction meets Level 2 (Moderate Evidence) based on the type of study done and the effects of the program on reading achievement. According to *An Impact Evaluation of i-Ready Diagnostic and Instruction Implementation for Reading*, effect sizes across subjects and grades were positive and generally strong.
- Imagine Language and Literacy has a promising rating according the Evidence for ESSA website.
- Benchmark Advance Tier 3 Intervention Program- Three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences- IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The frameworks and lessons are also grounded in the Science of Reading. https://ies.ed.gov/ncee/wwc/PracticeGuide/21

How are Tier 3 interventions provided to students who receive interventions through distance learning?

Tier 3 interventions will be delivered in live one on one conferences through Schoology. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras and hot spots as needed to support live instruction. In addition, students have access to i-Ready at home.

Assessment/Curriculum Decision Tree

Grade Level(s): First and Second Grades

IF:	**Student meets the following criteria at beginning of school year:** • **1st grade:** o F.A.S.T. (scores TBD) **OR** o i-Ready scale score of 434 and above **OR** o Running Record instructional level C or above • **2nd grade:** o F.A.S.T. (scores TBD) **OR** o i-Ready scale score of 489 and above **OR** o Running Record instructional level I or above
THEN:	**TIER 1 Only**

TIER 1

Core Instruction:

- *is standards-aligned;*
- *builds background and content knowledge;*
- *provides print-rich, systematic, scaffolded, differentiated instruction, and corrective feedback;*
- *incorporates writing in response to reading;*
- *includes accommodations (IEP, ESOL, or 504);*
- *incorporates the principles of Universal Design for Learning; and*
- *includes specially designed instruction for students with disabilities.*

Core Curriculum

Please indicate your core curriculum and how its use by the students served is supported by strong evidence, moderate evidence, or promising evidence.

Florida Benchmark Advance *is a State Approved Tier 1 Core Program*

Progress Monitoring

Assessment & Frequency	***Performance Criteria that indicates Tier 1 is sufficient for at least 80% of students***	***Performance Criteria that prompts the addition of Tier 2 interventions for students not meeting expectation/benchmark***
1. i-Ready Diagnostic- 2 times per year (September and February) 2. Running Record (Next Step in Guided Reading Assessments)- 3 times per year (August/September, January, and May) 3. F.A.S.T. (3x per year)	1. At least 50% progress towards typical growth target at mid-year (February) as measured by i-Ready diagnostic 2. Student is reading at an instructional level F and above (1st grade) or K and above (2nd grade) in January as measured by the Next Step in Guided Reading Assessment; student is reading at an instructional level I and above (1st grade) or L and above (2nd grade) in May as measured by the Next Step in Guided Reading Assessment 3. F.A.S.T. (scores TBD)	1. Less than 50% progress towards typical growth at mid-year (February) as measured by i-Ready diagnostic 2. Student is reading below an instructional level F (1st grade) or K (2nd grade) in January as measured by The Next Step in Guided Reading Assessments; student is reading below an instructional level I (1st grade) or L (2nd grade) in May as measured by the Next Step in Guided Reading Assessment 3. F.A.S.T. (scores TBD)

How is the effectiveness of Tier 1 instruction being monitored?

- Weekly administrative walkthroughs
- Analysis of i-Ready diagnostic data three times per year
- Monitoring of i-Ready lessons passed and time on task monthly
- Analysis of running record data
- MTSS Teams and Literacy Leadership

What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction provided to in-person students? Provided to distance learning students?

For both in person and distance learning instruction:

- Targeted feedback to teachers based on administrative walkthroughs/observations
- School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data
- School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data
- District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends

	Teams • District walkthroughs of schools	• Literacy coaching cycles based on data, trends, and teacher needs
	How is the effectiveness of Tier 1 curriculum being monitored? • Weekly administrative walkthroughs • i-Ready diagnostic data review • MTSS Teams and Literacy Leadership Teams • Administrator and teacher feedback/input on curriculum maps • Monthly PLC's by grade level to study student work, data analysis, and review curriculum	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 curriculum? Provided to distance learning students?*** For both in person and distance learning instruction: • Incorporate UDL principals to meet the needs of all students • Provide PD on explicit, systematic, and multisensory instruction • Weekly PLC's including analysis of student work samples and formative assessment data • Weekly grade level collaborative planning using a backward design model
	How is instruction provided to students who receive instruction through distance learning? Through the use of Schoology, students will receive a combination of live and recorded lessons, as well as, independent tasks assigned through Schoology. Live lessons may be delivered to whole groups, small groups, or one-on-one. Instruction during live and recorded lessons will include a balance of on grade level material and differentiated material based on student data and standards. Teachers will use gradual release to explicitly show a skill and strategy, guide students through understanding the skill and strategy, and assigning independent tasks to be completed weekly.	

IF:	**Student meets the following criteria at beginning of school year:**
	• **1st grade:**
	  ○ F.A.S.T. (scores TBD) **OR**
	  ○ i-Ready scale score of 391-433 **OR**
	  ○ Running Record instructional level A or B
	• **2nd grade:**
	  ○ F.A.S.T. (scores TBD) **OR**
	  ○ i-Ready scale score of 419-488 **OR**
	  ○ Running Record instructional level E-H

THEN:	**TIER 1 instruction and TIER 2 interventions**

TIER 1instruction and TIER 2 interventions

Supplemental Instruction/Intervention:

- *are standards-aligned;*
- *address gaps and reduce barriers to students' ability to meet Tier 1 expectations;*
- *provide systematic, explicit, and interactive small group instruction targeting foundational/barrier skills*
- *are matched to the needs of the students;*
- *provide multiple opportunities to practice the targeted skill(s) and receive corrective feedback;*
- *occurs during time allotted in addition to core instruction; and*
- *includes accommodations (IEP, ESOL, or 504).*

TIER 2 Programs/Materials/Strategies & Duration	*TIER 2 Progress Monitoring*			
	Assessment & Frequency	*Performance Criteria to discontinue Tier 2 interventions*	*Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction*	*Performance Criteria that prompts the addition of Tier 3 interventions*
Literacy Footprints Intervention Partner Kit Literacy Footprints Benchmark Advance Differentiated Tier 2 Lessons SIPPS - Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (based on school availability) i-Ready Tools for Instruction lessons Leveled Literacy Intervention- LLI (based on school availability) Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)	**1 of the following DIBELS 8th Edition measures administered every other week and determined based on the focus of the intervention:** • Phonemic Segmentation Fluency • Nonsense Word Fluency • Word Reading Fluency • Oral Reading Fluency DIBELS Scoring and Administration Manual	Student consistently scores at the 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention. DIBELS Benchmark Goals	Student consistently scores at the 'Strategic' (Yellow) level of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is an insufficient response to the intervention. DIBELS Benchmark Goals	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention. DIBELS Benchmark Goals

Number of times per week intervention provided	At least 3 times per week	*Number of minutes per intervention session*	At least 15-30 minutes

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction, provided to in-person students? Provided to distance learning students?

The Teacher Collaborative Team (TCT), virtual or face-to-face, that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

- Literacy Footprints/Intervention Partner Kit: Three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- Benchmark Advance Differentiated Tier 2 Lessons: This resource was a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company. (2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.
- SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words: The SIPPS program was evaluated in a comparative study and showed significantly greater gains in decoding on a normed assessment test. The findings showed that SIPPS is an effective program for teaching all students to decode and indicate that it is particularly effective for English language learners and socioeconomically disadvantaged students. The program incorporates the recommendations found in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016), which have moderate to strong evidence to support the practices used in the program. SIPPS has shown the largest gains in reading ability for students who typically have the most difficulty. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- i-Ready Tools for Instruction: Meets Level 2 (Moderate Evidence) based on the type of study done and the effects of the program on reading achievement. According to *An Impact Evaluation of i-Ready Diagnostic and Instruction Implementation for Reading*, effect sizes across subjects and grades were positive and generally strong.
- Leveled Literacy Intervention (LLI): LLI has a strong rating according to the Evidence for ESSA website.
- Imagine Language and Literacy: This program has a promising rating according the Evidence for ESSA website.

How are Tier 2 interventions provided to students who receive interventions through distance learning?

Tier 2 interventions will be delivered in live small group conferences through Schoology. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras ad hot spots as needed to support live instruction. In addition, students have access to i-Ready at home.

IF:	**Student meets the following criteria at beginning of school year:**
	• **1st grade:**
	  ○ F.A.S.T. (scores TBD) **OR**
	  ○ i-Ready scale score of 390 and below **OR**
	  ○ Pre-A reading level (knows under 40 letter names)
	• **2nd grade:**
	  ○ F.A.S.T. (scores TBD) **OR**
	  ○ i-Ready scale score of 418 and below **OR**
	  ○ Running Record instructional level D and below

THEN:	**TIER 1 instruction, TIER 2 interventions, and TIER 3 intensive interventions**

TIER 1 instruction, TIER 2 interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Intervention:

- *is targeted instruction based on student need;*
- *provides small group or one-on-one instruction;*
- *includes accommodations (IEP, ESOL, or 504);*
- *includes more frequent progress monitoring than Tier 1 instruction and Tier 2 interventions; and*
- *ensures additional* ***time allotted is in addition*** *to core instruction and Tier 2 interventions.*

Tier 3 Programs/Materials/Strategies & Duration	*Tier 3 Progress Monitoring*			
	Assessment & Frequency	*Performance Criteria to discontinue Tier 3 interventions*	*Performance Criteria indicating continuation of Tier 3 interventions*	*Performance Criteria that prompts intensified Tier 3 interventions*
Literacy Footprints Intervention Partner Kit Leveled Literacy Intervention-LLI (based on school availability) i-Ready Tools for Instruction SIPPS -Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (based on school availability) Imagine Language and Literacy – Teacher Action Lessons (ELL students with 2.9 or below ACCESS scores OR new ELL's) Benchmark Advance Tier 3 Intervention (based on school availability)	**1 of the following DIBELS 8th Edition measures administered every week and determined based on the focus of the intervention:** • Phonemic Segmentation Fluency • Nonsense Word Fluency • Word Reading Fluency • Oral Reading Fluency DIBELS Scoring and Administration Manual	Student consistently scores at the 'Strategic' (Yellow) or 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention. DIBELS Benchmark Goals	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is an insufficient or poor response to the intervention. DIBELS Benchmark Goals	Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still scoring at 'Intensive' levels based on DIBELS norms **AND** DIBELS progress monitoring data points do not show student's trend line is closing the gap towards meeting the goal/aim line.

All Tier 3 interventions must be provided by a teacher who is certified in reading or has the reading endorsement.

Number of times per week intervention provided	*Daily*	*Number of minutes per intervention session*	*At Least 15-30 min*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions, including alignment with core curriculum and instruction, provided to in-person students? Provided to distance learning students?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data, including distance learning students in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

- Literacy Footprints/Intervention Partner Kit: Three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences- IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- Leveled Literacy Intervention (LLI) has a strong rating according to the Evidence for ESSA website.
- i-Ready Tools for Instruction meets Level 2 (Moderate Evidence) based on the type of study done and the effects of the program on reading achievement. According to *An Impact Evaluation of i-Ready Diagnostic and Instruction Implementation for Reading*, effect sizes across subjects and grades were positive and generally strong.
- SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words: The SIPPS program was evaluated in a comparative study and showed significantly greater gains in decoding on a normed assessment test. The findings showed that SIPPS is an effective program for teaching all students to decode and indicate that it is particularly effective for English language learners and socioeconomically disadvantaged students. The program incorporates the recommendations found in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016), which have moderate to strong evidence to support the practices used in the program. SIPPS has shown the largest gains in reading ability for students who typically have the most difficulty. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- Imagine Language and Literacy has a promising rating according the Evidence for ESSA website.
- Benchmark Advance Tier 3 Intervention Program: Three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences- IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The frameworks and lessons are also grounded in the Science of Reading. https://ies.ed.gov/ncee/wwc/PracticeGuide/21

How are Tier 3 interventions provided to students who receive interventions through distance learning?

Tier 3 interventions will be delivered in live one on one conferences through Schoology. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras and hot spots as needed to support live instruction. In addition, students have access to i-Ready at home.

Assessment/Curriculum Decision Tree

Grade Level(s): Third - Fifth

IF:

Student meets the following criteria at beginning of school year:

- **3rd Grade:** i-Ready scale score of 511 or above **AND/OR** running record instructional level of L and above
- **4th Grade:** ELA FSA score of Level 3 or above **AND/OR** i-Ready scale score of 557 or above
- **5th Grade:** ELA FSA score of Level 3 or above **AND/OR** i-Ready scale score of 581 or above

THEN:

TIER 1 Only

TIER

Core Instruction:

- *is standards-aligned;*
- *builds background and content knowledge;*
- *provides print-rich, systematic, scaffolded, differentiated instruction, and corrective feedback;*
- *incorporates writing in response to reading;*
- *includes accommodations (IEP, ESOL, or 504);*
- *incorporates the principles of Universal Design for Learning; and*
- *includes specially designed instruction for students with disabilities.*

Core Curriculum

Please indicate your core curriculum and how its use by the students served is supported by strong evidence, moderate evidence, or promising evidence.

Florida Benchmark Advance *is a State Approved Tier 1 Core Program*

Progress Monitoring

Assessment & Frequency	*Performance Criteria that indicates Tier 1 is sufficient for at least 80% of students*	*Performance Criteria that prompts the addition of Tier 2 interventions for students not meeting expectation/benchmark*
1. i-Ready Diagnostic- 2 times per year (September and February) 2. District Quarter 2 Benchmark 3. F.A.S.T. (3x per year)	1. At least 50% progress towards typical growth target at mid- year (February) as measured by i-Ready diagnostic 2. Student scores Level 3 or higher on district benchmarks 3. Student scores TBD or higher on F.A.S.T. Assessment	1. Less than 50% progress towards typical growth target at mid- year (February) as measured by i-Ready diagnostic 2. Student scores Level 1 or 2 on district benchmarks 3. Student scores TBD on F.A.S.T. Assessment

How is the effectiveness of Tier 1 instruction being monitored?

- Weekly administrative walkthroughs

What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction provided to in-person students? Provided to distance learning students?

For both in person and distance learning instruction:

- Targeted feedback to teachers based on

- Analysis of i-Ready diagnostic data three times per year
- Monitoring of i-Ready lessons passed and time on task monthly
- Analysis of running record data
- MTSS Teams and Literacy Leadership Teams
- District walkthroughs of schools

administrative walkthroughs/observations

- School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data
- School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data
- District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends
- Literacy coaching cycles based on data, trends, and teacher needs

How is the effectiveness of Tier 1 curriculum being monitored?

- Weekly administrative walkthroughs
- i-Ready diagnostic data review
- MTSS Teams and Reading Leadership Teams
- Administrator and teacher feedback/input on curriculum maps
- Monthly PLC's by grade level to study student work, data analysis, and review curriculum

What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 curriculum? Provided to distance learning students?

For both in person and distance learning instruction:

- Incorporate UDL principals to meet the needs of all students
- Provide PD on explicit, systematic, and multisensory instruction
- Weekly PLC's including analysis of student work samples and formative assessment data
- Weekly grade level collaborative planning using a backward design model

How is instruction provided to students who receive instruction through distance learning?

Through the use of Schoology, students will receive a combination of live and recorded lessons, as well as, independent tasks assigned through Schoology. Live lessons may be delivered to whole groups, small groups, or one-on-one. Instruction during live and recorded lessons will include a balance of on grade level material and differentiated material based on student data and standards. Teachers will use gradual release to explicitly show a skill and strategy, guide students through understanding the skill and strategy, and assigning independent tasks to be completed weekly.

IF:

Student meets the following criteria at beginning of school year:

- **3rd Grade:** i-Ready scale score of 474-510 **AND/OR** running record instructional level H-K
- **4th Grade:** ELA FSA score of Level 2 **AND/OR** i-Ready scale score of 496-556
- **5th Grade:** ELA FSA score of Level 2 **AND/OR** i-Ready scale score of 542-580

THEN:

TIER 1 instruction and TIER 2 interventions

TIER 1 instruction and TIER 2 interventions

Supplemental Instruction/Intervention:

- *are standards-aligned;*
- *address gaps and reduce barriers to students' ability to meet Tier 1 expectations;*
- *provide systematic, explicit, and interactive small group instruction targeting foundational/barrier skills*
- *are matched to the needs of the students;*
- *provide multiple opportunities to practice the targeted skill(s) and receive corrective feedback;*
- *occurs during time allotted in addition to core instruction; and*
- *includes accommodations (IEP, ESOL, or 504).*

TIER 2 Programs/Materials/Strategies & Duration	*TIER 2 Progress Monitoring*			
	Assessment & Frequency	*Performance Criteria to discontinue Tier 2 interventions*	*Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction*	*Performance Criteria that prompts the addition of Tier 3 interventions*
Literacy Footprints Intervention Partner Kit (based on school availability) Literacy Footprints (based on school availability) Benchmark Advance Differentiated Tier 2 Lessons SRA – Corrective Reading (based on school availability) SIPPS - Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (based on school availability) i-Ready Tools for Instruction lessons Leveled Literacy Intervention- LLI (based on school availability) Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)	**1 of the following DIBELS 8th Edition measures administered every other week and determined based on the focus of the intervention:** • Nonsense Word Fluency • Word Reading Fluency • Oral Reading Fluency • MAZE DIBELS Scoring and Administration Manual	Student consistently scores at the 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention. DIBELS Benchmark Goals	Student consistently scores at the 'Strategic' (Yellow) level of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is an insufficient response to the intervention. DIBELS Benchmark Goals	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention. DIBELS Benchmark Goals

Number of times per week intervention provided	At least 3 times per	*Number of minutes per intervention session*	At least 15-30

	week		minutes

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction, provided to in-person students? Provided to distance learning students?

The Teacher Collaborative Team (TCT), virtual or face-to-face, that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

- Literacy Footprints/Intervention Partner Kit: Three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- Benchmark Advance Differentiated Tier 2 Lessons: This resource was a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company. (2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.
- SRA Reading Mastery: The program was found to have potentially positive effects on reading achievement according to What Works Clearinghouse (WWC). This included substantial effects for oral reading fluency, letter/word identification, word attack, and reading vocabulary.
- SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words: The SIPPS program was evaluated in a comparative study and showed significantly greater gains in decoding on a normed assessment test. The findings showed that SIPPS is an effective program for teaching all students to decode and indicate that it is particularly effective for English language learners and socioeconomically disadvantaged students. The program incorporates the recommendations found in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016), which have moderate to strong evidence to support the practices used in the program. SIPPS has shown the largest gains in reading ability for students who typically have the most difficulty. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- i-Ready Tools for Instruction: Meets Level 2 (Moderate Evidence) based on the type of study done and the effects of the program on reading achievement. According to *An Impact Evaluation of i-Ready Diagnostic and Instruction Implementation for Reading*, effect sizes across subjects and grades were positive and generally strong.
- Leveled Literacy Intervention (LLI): LLI has a strong rating according to the Evidence for ESSA website.
- Imagine Language and Literacy: This program has a promising rating according the Evidence for ESSA website.

How are Tier 2 interventions provided to students who receive interventions through distance learning?

Tier 2 interventions will be delivered in live small group conferences through Schoology. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras ad hot spots as needed to support live instruction. In addition, students have access to i-Ready at home.

IF:	**Student meets the following criteria at beginning of school year:** • **3rd Grade:** Retained students who scored Level 1 on ELA FSA **AND/OR** i-Ready scale score of 473 and below **AND/OR** running record instructional level of G and below • **4th Grade:** ELA FSA Assessment score of Level 1 **AND/OR** i-Ready scale score of 495 and below • **5th Grade:** ELA FSA Assessment score of Level 1 **AND/OR** i-Ready scale score of 541 and below
THEN:	**TIER 1 instruction, TIER 2 interventions, and TIER 3 intensive interventions**

Intensive, Individualized Instruction/Intervention:

- *is targeted instruction based on student need;*
- *provides small group or one-on-one instruction;*
- *includes accommodations (IEP, ESOL, or 504);*
- *includes more frequent progress monitoring than Tier 1 instruction and Tier 2 interventions; and*
- *ensures additional* ***time allotted is in addition*** *to core instruction and Tier 2 interventions.*

Tier 3 Programs/Materials/Strategies & Duration	*Tier 3 Progress Monitoring*			
	Assessment & Frequency	*Performance Criteria to discontinue Tier 3 interventions*	*Performance Criteria indicating continuation of Tier 3 interventions*	*Performance Criteria that prompts intensified Tier 3 interventions*
Literacy Footprints Intervention Partner Kit Leveled Literacy Intervention- LLI (based on school availability) i-Ready Tools for Instruction Benchmark Advance Tier 3 Lessons (based on school availability) SIPPS -Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (based on school availability) Imagine Language and Literacy – Teacher Action Lessons (ELL students with 2.9 or below ACCESS scores OR new ELL's) Benchmark Advance Tier 3 Intervention- for students who need K-2 foundational skills (based on school availability)	**1 of the following DIBELS 8th Edition measures administered every week and determined based on the focus of the intervention:** • Nonsense Word Fluency • Word Reading Fluency • Oral Reading Fluency • MAZE DIBELS Scoring and Administration Manual	Student consistently scores at the 'Strategic' (Yellow) or 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention. DIBELS Benchmark Goals	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals (see link below and attached after the Decision Trees) based on the progress monitoring measure, time of year, and grade level showing there is an insufficient or poor response to the intervention. DIBELS Benchmark Goals	Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with ~~fidelity and is still~~ scoring at 'Intensive' levels based on DIBELS norms **AND** DIBELS progress monitoring data points do not show student's trend line is closing the gap towards meeting the goal/aim line.

All Tier 3 interventions must be provided by a teacher who is certified in reading or has the reading endorsement.

Number of times per week intervention provided	*Daily*	*Number of minutes per intervention session*	*At Least 15-30 min*

	What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions, including alignment with core curriculum and instruction, provided to in-person students? Provided to distance learning students? The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data, including distance learning students in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.
	Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence. • Literacy Footprints/Intervention Partner Kit: Three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences- IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21 • Leveled Literacy Intervention (LLI) has a strong rating according to the Evidence for ESSA website. • i-Ready Tools for Instruction meets Level 2 (Moderate Evidence) based on the type of study done and the effects of the program on reading achievement. According to *An Impact Evaluation of i-Ready Diagnostic and Instruction Implementation for Reading*, effect sizes across subjects and grades were positive and generally strong. • SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words: The SIPPS program was evaluated in a comparative study and showed significantly greater gains in decoding on a normed assessment test. The findings showed that SIPPS is an effective program for teaching all students to decode and indicate that it is particularly effective for English language learners and socioeconomically disadvantaged students. The program incorporates the recommendations found in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016), which have moderate to strong evidence to support the practices used in the program. SIPPS has shown the largest gains in reading ability for students who typically have the most difficulty. https://ies.ed.gov/ncee/wwc/PracticeGuide/21 • Imagine Language and Literacy has a promising rating according the Evidence for ESSA website. • Benchmark Advance Tier 3 Intervention Program: Three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences- IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The frameworks and lessons are also grounded in the Science of Reading. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
	How are Tier 3 interventions provided to students who receive interventions through distance learning? Tier 3 interventions will be delivered in live one on one conferences through Schoology. Intervention materials will be modified to be used in a virtual learning platform (i.e., screen sharing capabilities, virtual whiteboard tools). Students are provided computers with cameras and hot spots as needed to support live instruction. In addition, students have access to i-Ready at home.

~~**Curriculum, Instruction, and Assessment Decision Tree**~~	
~~**Grade Level(s):** 6-12~~	
~~**IF:**~~	~~Student meets the following criteria at beginning of school year:~~ ~~All students receive Tier 1 instruction. All students are placed in a regular or advanced Language Arts or English courses to meet the ELA requirement.~~
~~**THEN:**~~	~~**TIER 1 Only**~~
TIER 1	~~*Initial instruction:*~~ ~~• *is standards-aligned*~~ ~~• *builds background and content knowledge, motivation*~~ ~~• *provides print rich, systematic, scaffolded, and differentiated instruction*~~

- ~~*incorporates writing in response to reading*~~
- ~~*includes accommodations (IEP, ESOL or 504)*~~
- ~~*incorporates the principles of Universal Design for Learning*~~
- ~~*includes specially designed instruction for students with disabilities*~~

~~Core Curriculum~~

~~***Please indicate your core curriculum and how its use by the students served is supported by strong evidence, moderate evidence, or promising evidence.***~~

~~The Houghton Mifflin Harcourt® Collections program for Grades 6 through 12 is a comprehensive English language arts program. The program is anchored on a set of rich, engaging, and complex literary and informational texts, and is designed to develop students' abilities to analyze complex texts, cite from sources, reason, and communicate orally and in writing. Developed around rigorous state standards and expectations, the program challenges and supports all students to become critical and close readers. The program develops students' writing across varied genres with models of effective texts and ample opportunities for writing about texts. With a blend of print and digital resources and online tools, the program delivers 21st century learning. HMH Collections literature textbook series is a comprehensive resource for addressing all expectations of the Language Arts Florida Standards for English Language Arts. Rich, engaging, and complex texts are the program's anchor—challenging and supporting all students to become critical and close readers. The program fosters success in writing across varied genres through models of effective writing and provides ample opportunities for speaking and writing about texts. Educational Research Institute of America (ERIA) conducted a full school year study to test the effectiveness of the HMH Collections (2017). Study results indicate that Collections is effective at improving the ability of students to analyze complex texts, determine evidence, reason critically, and communicate thoughtfully. In addition, the results showed that students in Collections classrooms made statistically significant gains in all grades tested over the course of the full year.~~

~~*Progress Monitoring*~~

~~***Assessment & Frequency***~~	~~***Performance Criteria that indicates Tier 1 is sufficient***~~	~~***Performance Criteria to that would prompt addition of Tier 2 interventions***~~
~~FSA Assessment – annually District created benchmark assessments – quarterly Teacher created assignments and assessments - ongoing~~	~~FSA Assessment Criteria – Level 3 or higher District Benchmark - Level 3 or higher Teacher Created – average performance scores~~	~~Students not meeting expectations are given the opportunity for remediation in a small group setting.~~

~~***How is the effectiveness of Tier 1 instruction being monitored?***~~

~~The District shares FSA data with school administrators and teachers. Schools use the information to place students in appropriate ELA courses.~~

~~Data is collected from the quarterly benchmark assessments through School City and is shared with Administrators and Teachers.~~

~~Administrators and Teachers monitor teacher-based assignments and assessments through FOCUS platform.~~

~~***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?***~~

~~District staff, administrators and teachers review data collected and meet to discuss student performance, areas of strength and areas to strengthen. Support staff, Literacy Coaches and District Specialists provide support to teachers through one-on-one, small group and whole group learning communities.~~

~~***How is instruction modified for students who receive instruction through distance learning?***~~

~~The district-adopted HMH Collections series is available to all students through the Schoology platform. Teachers assign materials and receive student work through the platform.~~

IF:	Student meets the following criteria at beginning of school year: Students who score below a Level 3 on the FSA assessment are placed in an intensive reading course, as well as a regular Language Arts or English course.
THEN:	**TIER 1 instruction and TIER 2 interventions**

TIER 1 instruction and TIER 2 interventions

Interventions:

- *are standards-aligned*
- *address gaps and reduce barriers to students' ability to meet Tier 1 expectations*
- *provide systematic, explicit, and interactive small group instruction targeting foundational/barrier skills*
- *are matched to the needs of the students*
- *provide multiple opportunities to practice the targeted skill(s) and receive feedback*
- *occurs during time allotted in addition to core instruction*
- *includes accommodations (IEP, ESOL or 504)*

TIER 2 Programs/Materials/Strategies & Duration	*TIER 2 Progress Monitoring*			
	Assessment & Frequency	*Performance Criteria to discontinue Tier 2 intervention*	*Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction*	*Performance Criteria that would prompt addition of Tier 3 interventions*
Reading Plus Reading Plus Comprehensive Skill Building Activities through small group instruction Townsend Press Vocabulary (gr 6-8) Vocabulit (gr 9-12)	Insight Assessment (placement and benchmark) 3x per year to assess reading level, reading speed, vocabulary and student motivation Reading Plus Dashboard reports are provided to track student progress and activity after each online session. Reports include reading rate with good comprehension, number of words read in selections with good comprehension, content level increase, and vocabulary words	Students in grades 6-10 remain in course throughout the year. Students in grades 11 and 12 who pass the FSA or receive a concordant score may withdraw from intensive reading and take another elective course, otherwise students remain in the intensive course throughout the year.	Students in grades 6-10 remain in course throughout the year. Students in grades 11 and 12 who pass the FSA or receive a concordant score may withdraw from intensive reading and take another elective course, otherwise students remain in the intensive course throughout the year.	Students not making adequate progress compared to peers will receive Tier 3 interventions.

	mastered.			
Number of times a week intervention provided	5	***Number of minutes per intervention session***	Total online and small group sessions up to 45 min	

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction?

District staff, administrators and teachers review data collected and meet to discuss student performance, areas of strength and areas to strengthen. Support staff, Literacy Coaches and District Specialists provide support to teachers through one-on-one, small group and whole group learning communities.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.

Reading Plus is a web-based literacy program for grades 3-12+. It includes a valid and reliable assessment and is designed to strengthen reading comprehension, vocabulary, efficiency, and motivation. The program combines personalized practice and adaptive instruction and offers students choice and control over their program experience. Reading Plus is designed to develop critical reading skills needed for deep, meaningful understanding of complex texts. Reading Plus students made significantly larger improvements in reading achievement (effect size = +0.11), as measured by the Group Reading Assessment Diagnostic Evaluation (GRADE). These results qualify Reading Plus for the ESSA "Strong" category.

How are Tier 2 interventions modified for students who receive interventions through distance learning?

All students placed in an intensive reading classroom have access to the Reading Plus program, as it is an online program provided for students through the District dashboard. Students and teachers track progress through the Reading Plus dashboard.

IF:

Student meets the following criteria at beginning of school year:

Students who score below a Level 3 on the FSA assessment are placed in an intensive reading course. After initial Insight assessment through Reading Plus, students who fall significantly below grade level and do not show adequate growth compared to peers receive TIER 3 interventions.

THEN:

TIER 1 instruction, TIER 2 interventions, and TIER 3 intensive interventions

TIER 1 instruction, TIER 2 interventions, and TIER 3 intensive interventions

Immediate, intensive intervention:

- extended time
- targeted instruction based on student need
- small group or one-on-one instruction
- accommodations (IEP, ESOL, or 504)
- more frequent progress monitoring than TIER 1 instruction and TIER 2 interventions
- *additional* ***time allotted is in addition*** *to core instruction and tier 2 interventions*

TIER 3 Programs/Materials/Strategies & Duration	***TIER 3 Progress Monitoring***		
	Assessment & Frequency	***Performance Criteria to remove Tier 3 and continue Tier 2 interventions in addition to Tier 1 instruction***	***Performance Criteria that would prompt changes to Tier 3 interventions***

	Reading Plus Reading Plus Comprehensive Skill Building Activities through small group instruction Townsend Press Vocabulary (gr 6-8) Vocabulit (gr 9-12)	Insight Assessment (placement and benchmark) 3x per year to assess reading level, reading speed, vocabulary and student motivation Dashboard reports provided to track student progress and activity after each online session. Reports provide reading rate with good comprehension, words reading in selections with good comprehension, content level increase, and vocabulary words mastered.	After receiving intensive intervention with teacher in a setting of no more than 3 students, student makes consistent positive progress towards identified low proficiency skill(s) over a period of no less than 4 weeks.	Students not responding positively or showing no progress with intensive intervention.
	Additional Reading Plus Comprehensive Skill Building Activities focused on low proficiency skills through small group instruction (no more than 3 students).			
	All Tier 3 Interventions must be provided by a teacher who is certified in reading or has the reading endorsement.			
	Number of times a week intervention provided	No less than 3x per week	***Number of minutes per intervention session***	No less than 15 minutes per session
	What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 intervention, including alignment with core curriculum and instruction? District staff, administrators and teachers review data collected and meet to discuss student performance, areas of strength and areas to strengthen. Support staff, Literacy Coaches and District Specialists provide support to teachers through one-on-one, small group and whole group learning communities.			
	Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence. Reading Plus is a web-based literacy program for grades 3-12+. It includes a valid and reliable assessment and is designed to strengthen reading comprehension, vocabulary, efficiency, and motivation. The program combines personalized practice and adaptive instruction and offers students choice and control over their program experience. Reading Plus is designed to develop critical reading skills needed for deep, meaningful understanding of complex texts. Reading Plus students made significantly larger improvements in reading achievement (effect size = +0.11), as measured by the Group Reading Assessment Diagnostic Evaluation (GRADE). These results qualify Reading Plus for the ESSA "Strong" category.			

	~~***How are Tier 3 interventions modified for students who receive interventions through distance learning?***~~ ~~All students placed in an intensive reading classroom has access to the Reading Plus program, as it is an online program provided for students through the District dashboard. Students and teachers track progress through the Reading Plus dashboard. Teachers provide small group interventions of no more than 3 students through video conferencing.~~

Assessment/Curriculum Decision Tree

Grade Level(s): 6-8

IF:

Student meets the following criteria at beginning of school year:
All students are placed in a regular or advanced Language Arts course to meet the ELA requirement and receive Tier 1 instruction.

THEN:

TIER 1 Only

Initial instruction:

- *is standards-aligned;*
- *builds background and content knowledge;*
- *provides print-rich, systematic, scaffolded, and differentiated instruction;*
- *incorporates writing in response to reading;*
- *includes accommodations (IEP, ESOL, or 504);*
- *incorporates the principles of Universal Design for Learning; and*
- *includes specially designed instruction for students with disabilities.*

Core Curriculum

Please indicate your core curriculum and how its use by the students served is supported by strong evidence, moderate evidence, or promising evidence.

McGraw Hill's Florida **StudySync** program is supported by Tier III promising evidence under ESSA guidelines based on analysis of the results of scientific studies in multiple implementation settings using prior editions. We have confidence in the positive impact that StudySync can have on students because we have documented its effectiveness with different students in different states, and on different outcomes. Please review summary of the existing research evidence which supports the effectiveness of StudySync and validates this rating:

- Results of a 2019 study revealed positive outcomes for StudySync users in a Wisconsin high school on the ACT Aspire, ACT, and STAR assessments. Specifically, 9th graders using StudySync performed significantly better on the Reading and Composite portions of the ACT Aspire than the published norm comparisons. Similarly, nearly two-thirds of 10th graders met ACT Aspire growth benchmarks for English and Composite after using StudySync for one school year. About three-fourths of 11th graders exhibited average or above average growth on the ACT during the year they used StudySync based on their prior year ACT Aspire results. Additionally, higher percentages of 9th and 10th graders met the STAR Assessment's spring benchmarks while using StudySync than in the two years prior to adopting StudySync. Finally, during the year in which StudySync was implemented 10th graders, on average, exceeded their expected growth score on the STAR Assessment by more than two and a half times (42 units expected vs. 119 units actual growth). Based on the use of norm comparisons and the presence of positive findings we believe that this study meets the criteria for ESSA Tier 3, or "Promising" evidence.

https://www.mheducation.com/prek-12/program/microsites/MKTSP-ROA01M0/research-success.html

Progress Monitoring

Assessment & Frequency	*Performance Criteria that indicates Tier 1 is sufficient*	*Performance Criteria that prompts the addition of Tier 2 interventions*

	F.A.S.T. State Assessment/progress monitoring tool to be administered 3x per year Quarter 1 District created benchmark assessments Teacher created assignments and assessments – ongoing	F.A.S.T State Assessment/progress monitoring tool Quarter 1 District Benchmark Teacher Created assessments – average performance scores	Students not achieving a Level 3 or higher on District exams and/or not making progress based on the State Progress Monitoring Tool, or on teacher created assignments and assessments compared to their peers, will be given the opportunity for remediation with the teacher or co-teacher in a small group setting.
	How is the effectiveness of Tier 1 instruction being monitored? Weekly administrative walkthroughs. Data will be collected from state progress monitoring tool and the quarterly benchmark assessments through School City and will be shared with administrators and teachers to monitor the effectiveness of instruction. Administrators and teachers will monitor teacher-based assignments and assessments through FOCUS platform.	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction provided to in-person students? Provided to distance learning students?*** Teachers are provided with targeted feedback based on administrative walkthroughs. District staff, administrators and teachers review data collected and meet to discuss student performance, areas of strength and areas to strengthen. Support staff, literacy coaches and district specialists provide support to teachers through one-on-one, small group and whole group learning communities.	
	How is the effectiveness of Tier 1 curriculum being monitored? Weekly administrative walkthroughs. Data will be collected from state progress monitoring tool and the quarterly benchmark assessments through School City and will be shared with administrators and teachers to monitor the effectiveness of curriculum. Administrators and teachers will monitor teacher-based assignments and assessments through FOCUS platform. Administrator and teacher feedback/input is considered for curriculum map updates.	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 curriculum? Provided to distance learning students?*** Teachers and students are provided with professional learning opportunities throughout the year based on data and feedback.	

IF:	**Student meets the following criteria at beginning of school year:** A student with a history of scoring below Level 3 on the FSA assessment will receive Tier 2 interventions using Lexia PowerUp.
THEN:	**TIER 1 instruction and TIER 2 interventions**

TIER 1 instruction and TIER 2 intervention

Interventions:

- *are standards-aligned;*
- *address gaps and reduce barriers to students' ability to meet Tier 1 expectations;*
- *provide systematic, explicit, and interactive small group instruction targeting foundational/barrier skills*
- *are matched to the needs of the students;*
- *provide multiple opportunities to practice the targeted skill(s) and receive feedback;*
- *occurs during time allotted in addition to core instruction; and*
- *includes accommodations (IEP, ESOL, or 504).*

TIER 2 Programs/Materials/Strategies & Duration	***TIER 2 Progress Monitoring***			
	Assessment & Frequency	***Performance Criteria to discontinue Tier 2 intervention***	***Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction***	***Performance Criteria that prompts the addition of Tier 3 interventions***
Lexia PowerUp individualizes instruction based on a student placement assessment. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. Duration of program usage is based on placement within program. *Achieve3000 (used with ELL students who score level 1 or 2 on overall proficiency on ACCESS 2.0)	Students take an initial placement assessment in 3 strands: Word Study, Grammar, and Comprehension. Students who place at the intermediate and/or advanced zone in the area of Word Study and/or Comprehension are assessed on each skill and must perform at a proficient level before they can move on to the next unit of study. When proficiency is not reached, students are provided further instruction online and through aligned teacher-driven lessons. *If a student places within the foundational zone in the area of Word Study and/or Comprehension, the student will be administered the	Students in grades 6-8 who score a 3 or higher on the quarter 1 District Benchmark assessment and show proficiency on the F.A.S.T. State Assessment/progress monitoring tool, may be considered for dismissal from Tier 2 interventions.	Students in grades 6-8 who do not score a 3 or higher on the quarter 1 District Benchmark assessment and do not show proficiency on the F.A.S.T. State Assessment/progress monitoring tool continue to receive Tier 2 interventions throughout the year.	Students who place in the foundational zone for Word Study and/or Comprehension within the Lexia PowerUp program and place in the SIPPS program based on a placement assessment will receive Tier 3 interventions.

	SIPPS placement assessment. If the results of the assessment determines that a student does not place with the SIPPs program, the student will receive Tier 2 interventions mentioned above. F.A.S.T. State Assessment/progress monitoring tool to be administered 3x per year.			
Number of times per week intervention provided	Duration of program usage is based on placement within program. Small group sessions, minimum of 3 days per week.	***Number of minutes per intervention session***		Duration of program usage is based on placement within the program. Small group sessions, minimum of 3 days per week.
What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction, provided to in-person students? Provided to distance learning students? District staff, administrators and teachers review data collected and meet to discuss student performance, areas of strength and areas to strengthen. Support staff, literacy coaches and district specialists provide support to teachers through one-on-one, small group and whole group learning communities.				
Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence. The Lexia PowerUp Literacy program was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The evaluation of PowerUp is a gold standard randomized control trial that meets ESSA's standards for STRONG research. https://charts.intensiveintervention.org/intervention/toolGRP/259b58d5fcc45338				
How are Tier 2 interventions provided to students who receive interventions through distance learning? All Tier 2 intervention students have access to Lexia PowerUp digitally, as it is an online program provided for students through the District dashboard. Students and teachers track progress through the product dashboard.				

IF:	**Student meets the following criteria at beginning of school year:** A student with history of scoring below Level 3 on the FSA assessment and are significantly below grade level will receive Tier 3 interventions using Lexia PowerUp and SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words) in addition to being placed in a regular Language Arts or English course.
THEN:	**TIER 1 instruction, TIER 2 interventions, and TIER 3 intensive interventions**

TIER 1 instruction, TIER 2 interventions, and TIER 3 Intensive Interven

Immediate, intensive intervention:

- *is targeted instruction based on student need;*
- *provides small group or one-on-one instruction;*
- *includes accommodations (IEP, ESOL, or 504);*
- *includes more frequent progress monitoring than Tier 1 instruction and Tier 2 interventions; and*
- *ensures additional **time allotted is in addition** to core instruction and Tier 2 interventions.*

Tier 3 Programs/Materials/Strategies & Duration	***Tier 3 Progress Monitoring***		
	Assessment & Frequency	***Performance Criteria to remove Tier 3 and continue Tier 2 interventions in addition to Tier 1 instruction***	***Performance Criteria that prompts the changes to Tier 3 interventions***
Lexia PowerUp individualizes instruction based on a student placement assessment. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. Duration of program usage is based on placement within program. **SIPPS (grades 6-8)** Systematic Instruction in Phonological Awareness, Phonics and Sight Words, through small group instruction ***Achieve3000** (used with ELL students who score level 1 or 2 on overall proficiency on ACCESS 2.0)	Students take an initial placement assessment in 3 strands: Word Study, Grammar, and Comprehension. When placed, students at this level begin working within the foundational zone in the area of Word Study and/or Comprehension. Students are assessed in each area and must perform at a proficient level before they can move on to the next unit of study. Students will also be assessed using the SIPPS Placement tool to determine if interventions should include SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words) foundational support. Students who place within the SIPPS program will be assessed using mastery tests for progress monitoring. Mastery tests are given individually and occur after every 5 lessons. When a student passes the mastery assessment at 80% or higher, the student moves on to the next group of lessons. *Students who do not place in the SIPPS program based on results from	Students who achieve mastery on skills and are able to complete the SIPPS program should be considered for dismissal from Tier 3 interventions but will still receive Tier 2 interventions through Lexia PowerUp. F.A.S.T. State Assessment/progress monitoring tool.	When students are not responding to the intervention and are not making progress towards the desired goal, opportunities for reteaching should occur or pacing should be adjusted. F.A.S.T. State Assessment/progress monitoring tool.

	the placement test will not be eligible for Tier 3 interventions. F.A.S.T. state assessment/progress monitoring tool to be administered 3x per year.		

All Tier 3 Interventions must be provided by a teacher who is certified in reading or has the reading endorsement.

Number of times per week intervention provided	Duration of Lexia program usage is based on placement within program. SIPPS - minimum of 20 minutes per day.	***Number of minutes per intervention session***	Duration of Lexia program usage is based on placement within program. SIPPS - minimum of 20 minutes per day.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 intervention, including alignment with core curriculum and instruction, provided to in-person students? Provided to distance learning students?
District staff, administrators and teachers review data collected and meet to discuss student performance, areas of strength and areas to strengthen. Support staff, literacy coaches and district specialists provide support to teachers through one-on-one, small group and whole group learning communities.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence.
The **Lexia PowerUp** Literacy program was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The evaluation of PowerUp is a gold standard randomized control trial that meets ESSA's standards for STRONG research. https://charts.intensiveintervention.org/intervention/toolGRP/259b58d5fcc45338

SIPPS: https://www.collaborativeclassroom.org/programs/sipps/ *SIPPS (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words)* is a research-based foundational skills program proven to help both new and struggling readers in grades K–12, including English Language Learners (ELLs) and students identified with dyslexia. The program's systematic scope and sequence provides a structured-literacy approach to instruction through explicit routines focused on phonological awareness, spelling-sounds, and sight words. When used as Tier 3, *SIPPS* accelerates progress so that students are able to efficiently close the gap and engage in grade-level reading.

How are Tier 3 interventions provided to students who receive interventions through distance learning? All Tier 3 students have access to the Reading Plus program, as it is an online program provided for students through the District dashboard. Students and teachers track progress through the Reading Plus dashboard. Teachers provide small group interventions of no more than 3 students through video conferencing.

Assessment/Curriculum Decision Tree

Grade Level(s): 9-12

IF:	**Student meets the following criteria at beginning of school year:** All students are placed in a regular, honors, or advanced English course to meet the ELA requirement and receive Tier 1 instruction.
THEN:	**TIER 1 Only**

Initial instruction:

- *is standards-aligned;*
- *builds background and content knowledge;*
- *provides print-rich, systematic, scaffolded, and differentiated instruction;*
- *incorporates writing in response to reading;*
- *includes accommodations (IEP, ESOL, or 504);*
- *incorporates the principles of Universal Design for Learning; and*
- *includes specially designed instruction for students with disabilities.*

Core Curriculum

Please indicate your core curriculum and how its use by the students served is supported by strong evidence, moderate evidence, or promising evidence.

McGraw Hill's Florida **StudySync** program is supported by Tier III promising evidence under ESSA guidelines based on analysis of the results of scientific studies in multiple implementation settings using prior editions. We have confidence in the positive impact that StudySync can have on students because we have documented its effectiveness with different students in different states, and on different outcomes. Please review summary of the existing research evidence which supports the effectiveness of StudySync and validates this rating:

- Results of a 2019 study revealed positive outcomes for StudySync users in a Wisconsin high school on the ACT Aspire, ACT, and STAR assessments. Specifically, 9th graders using StudySync performed significantly better on the Reading and Composite portions of the ACT Aspire than the published norm comparisons. Similarly, nearly two-thirds of 10th graders met ACT Aspire growth benchmarks for English and Composite after using StudySync for one school year. About three-fourths of 11th graders exhibited average or above average growth on the ACT during the year they used StudySync based on their prior year ACT Aspire results. Additionally, higher percentages of 9th and 10th graders met the STAR Assessment's spring benchmarks while using StudySync than in the two years prior to adopting StudySync. Finally, during the year in which StudySync was implemented 10th graders, on average, exceeded their expected growth score on the STAR Assessment by more than two and a half times (42 units expected vs. 119 units actual growth). Based on the use of norm comparisons and the presence of positive findings we believe that this study meets the criteria for ESSA Tier 3, or "Promising" evidence.

https://www.mheducation.com/prek-12/program/microsites/MKTSP-ROA01M0/research-success.html

Progress Monitoring		
Assessment & Frequency	***Performance Criteria that indicates Tier 1 is sufficient***	***Performance Criteria that prompts the addition of Tier 2 interventions***
F.A.S.T. State Assessment/progress monitoring tool to be administered 3x per year Quarter 1 District created benchmark assessments Teacher created assignments and assessments – ongoing	F.A.S.T. State Assessment/progress monitoring tool Quarter 1 District Benchmark Teacher Created assessments – average performance scores	Students not achieving a Level 3 or higher on District exams and/or not making progress based on the State Progress Monitoring Tool, or on teacher created assignments and assessments compared to their peers, will be given the opportunity for remediation with the teacher or co-teacher in a small group setting.
How is the effectiveness of Tier 1 instruction being monitored? Weekly administrative walkthroughs. Data will be collected from state progress monitoring tool and the quarterly benchmark assessments through School City and will be shared with administrators and teachers to monitor the effectiveness of instruction. Administrators and teachers will monitor teacher-based assignments and assessments through FOCUS platform.	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction provided to in-person students? Provided to distance learning students?*** Teachers are provided with targeted feedback based on administrative walkthroughs. District staff, administrators and teachers review data collected and meet to discuss student performance, areas of strength and areas to strengthen. Support staff, literacy coaches and district specialists provide support to teachers through one-on-one, small group and whole group learning communities.	
How is the effectiveness of Tier 1 curriculum being monitored? Weekly administrative walkthroughs Data will be collected from state progress monitoring tool and the quarterly benchmark assessments through School City and will be shared with Administrators and Teachers to monitor the effectiveness of curriculum. Administrators and teachers will monitor teacher-based assignments and assessments through FOCUS platform. Administrator and teacher feedback/input is considered for curriculum map updates.	***What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 curriculum? Provided to distance learning students?*** Teachers and students are provided with professional learning opportunities throughout the year based on data and feedback.	

IF:	**Student meets the following criteria at beginning of school year:** A student with a history of scoring below Level 3 on the FSA assessment will receive Tier 2 interventions using Lexia PowerUp.
THEN:	**TIER 1 instruction and TIER 2 interventions**

TIER 1 instruction and TIER 2 intervention

Interventions:

- *are standards-aligned;*
- *address gaps and reduce barriers to students' ability to meet Tier 1 expectations;*
- *provide systematic, explicit, and interactive small group instruction targeting foundational/barrier skills*
- *are matched to the needs of the students;*
- *provide multiple opportunities to practice the targeted skill(s) and receive feedback;*
- *occurs during time allotted in addition to core instruction; and*
- *includes accommodations (IEP, ESOL, or 504).*

TIER 2 Programs/Materials/Strategies & Duration	***TIER 2 Progress Monitoring***			
	Assessment & Frequency	***Performance Criteria to discontinue Tier 2 intervention***	***Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction***	***Performance Criteria that prompts the addition of Tier 3 interventions***
Lexia PowerUp individualizes instruction based on a student placement assessment. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. Duration of program usage is based on placement within program. *Achieve3000 (used with ELL students who score level 1 or 2 on overall proficiency on ACCESS 2.0)	Students take an initial placement assessment in 3 strands: Word Study, Grammar, and Comprehension. Students who place at the intermediate and/or advanced zone in the area of Word Study and/or Comprehension are assessed on each skill and must perform at a proficient level before they can move on to the next unit of study. When proficiency is not reached, students are provided further instruction online and through aligned teacher-driven lessons. F.A.S.T. State Assessment/progress monitoring tool to be administered 3x per year.	Students in grades 9-10 who score a 3 or higher on the quarter 1 District Benchmark assessment and show proficiency on the F.A.S.T. State Assessment/progress monitoring tool, may be considered for dismissal from Tier 2 interventions. Students in grades 11 – 12 who achieve a concordant score in Reading to meet graduation requirements may also be considered for dismissal from Tier 2 interventions.	Students in grades 6-8 who do not score a 3 or higher on the quarter 1 District Benchmark assessment and do not show proficiency on the F.A.S.T. State Assessment/progress monitoring tool continue to receive Tier 2 interventions throughout the year.	Students who place in the foundational zone for Word Study and/or Comprehension within the Lexia PowerUp program will receive Tier 3 interventions.

Number of times per week intervention provided	Duration of program usage is based on placement within program. Students not meeting proficiency on a skill will meet with teacher for a minimum of 3x per week on skills and strategies.	***Number of minutes per intervention session***	Duration of program usage is based on placement within program. Students not meeting proficiency on a skill will meet with teacher for a minimum of 3x per week on skills and strategies.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 intervention, including alignment with core curriculum and instruction, provided to in-person students? Provided to distance learning students? District staff, administrators and teachers review data collected and meet to discuss student performance, areas of strength and areas to strengthen. Support staff, literacy coaches and district specialists provide support to teachers through one-on-one, small group and whole group learning communities.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence. The **Lexia PowerUp** Literacy program was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The evaluation of PowerUp is a gold standard randomized control trial that meets ESSA's standards for STRONG research.

https://charts.intensiveintervention.org/intervention/toolGRP/259b58d5fcc45338

How are Tier 2 interventions provided to students who receive interventions through distance learning? All Tier 2 intervention students have access to Lexia PowerUp digitally, as it is an online program provided for students through the District dashboard. Students and teachers track progress through the product dashboard.

IF:	**Student meets the following criteria at beginning of school year:** A student with a history of scoring below Level 3 on the FSA assessment and are significantly below grade level will receive Tier 3 interventions using Lexia PowerUp in addition to being placed in a regular Language Arts or English course.
THEN:	**TIER 1 instruction, TIER 2 interventions, and TIER 3 intensive interventions**

Immediate, intensive intervention:

- *is targeted instruction based on student need;*
- *provides small group or one-on-one instruction;*
- *includes accommodations (IEP, ESOL, or 504);*
- *includes more frequent progress monitoring than Tier 1 instruction and Tier 2 interventions; and*
- *ensures additional **time allotted is in addition** to core instruction and Tier 2 interventions.*

Tier 3 Programs/Materials/Strategies & Duration	***Tier 3 Progress Monitoring***		
	Assessment & Frequency	***Performance Criteria to remove Tier 3 and continue Tier 2 interventions in addition to Tier 1 instruction***	***Performance Criteria that prompts the changes to Tier 3 interventions***
Lexia PowerUp individualizes instruction based on a student placement assessment. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. Duration of program usage is based on placement within program. ***Achieve3000** (used with ELL students who score level 1 or 2 on overall proficiency on ACCESS 2.0)	Students take an initial placement assessment in 3 strands: Word Study, Grammar, and Comprehension. When placed, students at this level begin working within the foundational zone in the area of Word Study and/or Comprehension. Students are assessed on each skill and must perform at a proficient level before they can move on to the next unit of study (computer generated). Teachers will work with students in a small group or one-on-one setting using targeted materials (Lexia Lessons) to address specific literacy skills based on student online performance. F.A.S.T. State Assessment/progress monitoring tool to be administered 3x per year.	Students who achieve proficiency on foundational skills should be considered for dismissal from Tier 3 interventions but will still receive Tier 2 interventions. F.A.S.T. state assessment/progress monitoring tool	When students are not responding to the intervention and are not making progress towards the desired goal, the intervention should be adjusted. F.A.S.T. state assessment/progress monitoring tool

All Tier 3 Interventions must be provided by a teacher who is certified in reading or has the reading endorsement.

Number of times per week intervention provided	Duration of program usage is based on	***Number of minutes per intervention session***	Duration of program usage is based on placement within program.

		placement within program. Small group or one-on-one sessions 2 days per week, in addition to Tier 2 (3 days per week).		Small group or one-on-one sessions 2 days per week, in addition to Tier 2 (3 days per week).

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 intervention, including alignment with core curriculum and instruction, provided to in-person students? Provided to distance learning students?
District staff, administrators and teachers review data collected and meet to discuss student performance, areas of strength and areas to strengthen. Support staff, literacy coaches and district specialists provide support to teachers through one-on-one, small group and whole group learning communities.

Explain how the use of the programs/materials/strategies is supported by strong evidence, moderate evidence, or promising evidence. **Reading Plus**
The **Lexia PowerUp** Literacy program was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The evaluation of PowerUp is a gold standard randomized control trial that meets ESSA's standards for STRONG research.

https://charts.intensiveintervention.org/intervention/toolGRP/259b58d5fcc45338

How are Tier 3 interventions provided to students who receive interventions through distance learning? All Tier 3 students have access to the Lexia PowerUp program, as it is an online program provided for students through the District dashboard. Students and teachers track progress through the Lexia PowerUp dashboard. Teachers provide small group interventions of no more than 3 students through video conferencing.

SCHOOL DISTRICT OF MANATEE COUNTY

Dear Parents,

The FLDOE State Board of Education has mandated instruction related to health education of district students across all grade levels. Florida Statute 1003.42(n) outlines required instruction related to family life, dating violence, and reproductive health education including a focus on abstinence and pregnancy prevention that must be taught across grade levels. This mandate will be satisfied through instruction to students in grades K-12 and will address age-appropriate elements of effective and evidence-based programs. Each student will receive age-appropriate skill-building instruction. Instructional materials can be found on the School District of Manatee County's webpage.

These instructional topics will include the following:

5th Grade	**7th/8th Grade Science**	**HS Science or HOPE**
Personal health and puberty	healthy communication for risk reduction, impact of social media on relationships, puberty, reproductive systems, & the benefits of abstinence, teen dating violence	Healthy/unhealthy relationships, pregnancy prevention, abstinence, relationship abuse, how to identify and respond, & resources for teens.

It is understood that permission has been granted for your child to participate in the program with the following understandings (unless you decide to OPT-OUT your child by signing and returning the slip below):

- I understand that my child will be participating in a thorough comprehensive curriculum that teaches them about human development, reproduction, and healthy relationships (Grades 7-12).
- I understand that my child will develop skills of respect and appreciation for themselves, their families, and all people.

If you **DO NOT** want your son/daughter to participate in this program, please sign the form below and return it to your child's science teacher.

OPT-OUT SLIP

Please return this form to your child's science teacher ONLY if you do NOT want your child to participate in the health education lessons.

I have read the above letter, and I do NOT want my child to participate in this program.

NOTE: (There is no penalty to your child for not attending this health lesson. Provisions will be made for your child to attend another class during these lessons.)

Student's Name:

Parent/Guardian Signature:

X_____

Health Education Instructional Resources

Health Education Component Area	Description	Educator Resources
Community Health	Focuses on individual responsibility; healthy work, school and community environments; community health resources and facilities; community and state agencies; health service careers; safety hazards; community laws and policies related to health issues; data and trends regarding health issues; social marketing and norming; emergency/crisis response plans; community involvement; current issues; trends in medical care; community health planning; private resources (hospitals, clinics and insurance companies); and volunteer resources and organizations (i.e. American Red Cross, American Cancer Society).	Every Kid Healthy™ Week Helping Children and Adolescents Cope with Violence and Disasters: What Community Members Can Do CDC Healthy Living Children's Disaster Preparedness
Consumer Health	Focuses on being wise consumers of health information, products and services, including understanding the influences of advertising, media and technology; being able to evaluate and make selection and purchasing decisions about health-related products and medical services; consumer protection laws (product labeling); consumer protection agencies; health agencies and organizations; health insurance; quackery; reliable health products and services; and knowing what is available and how to be an educated consumer.	Food Labels and Nutrition Lessons (grades 6/7) CDC Food Safety Food Safety 101 (grades 5/6)

Environmental Health	Focuses on causes, prevention and control of environmental pollution, including air, water, soil, radiation, noise and solid waste (recycle, reuse and reduce); effects of environment on health (includes understanding the causes of negative environmental factors and their effects on human health); environmental protection agencies; population growth; worldwide health; and individual and group responsibilities in helping to promote a healthy environment locally and worldwide	EPA Healthy Schools, Healthy Kids Asthma Awareness in Schools CDC Healthy Living Manatee County Garbage and Recycling
Family Life	Focuses on roles and responsibilities; marriage; divorce; abstinence; parenting; building family relationships; child abuse and neglect; the family life cycle; family planning; heredity; and communication skills (verbal, nonverbal and listening).	Puberty Video for Girls (5th Grade) Puberty Video for Boys (5th Grade) Reproduction Basics ppt (8th grade) Positive Parenting Practices Promoting Health Among Teens: Abstinence-Only (Video)
Injury Prevention/Safety	Focuses on attitudes toward safety; causes of accidents; home and school safely; highway safety, including pedestrian, auto, bicycle, recreation vehicle and school bus; natural and weather related disasters; safety practices that reduce risks of unintentional injuries (e.g., fire, bike, home, weapon and babysitting safety); survival skills; environmental hazards; personal safety precautions, including assault and child abuse and neglect prevention; violence prevention; bullying prevention; internet safety; dating violence; first aid/CPR/AED and emergency health care procedures to follow in case of an injury, health problem, disaster or violence; resources and agencies; safety rules and laws; and intentional injury.	Student CPR training Video (grades 7-12) CPALMS Lesson Plan Heart Rate Activity: Body Positions and Physical Activity (grades 7-12) CDC Restrain Yourself Podcast (grades 9-12) CDC Injury Prevention & Control (grades 5-12)

Internet Safety	Focuses on the knowledge of maximizing the personal safety and security risks while using the internet and the self-protection from computer crime and predators.	Naming in a Digital World: Creating a Safe Persona on the Internet (Grades 9-12 lesson) Media Safety ppt for grades (Grades 7-12) NetSmartz Workshop Cloud Game (Grades 5-8) Child Human Trafficking FLDOE (info for teachers)
Nutrition	Focuses on the importance of a balanced diet, how food provides energy and nutrients to the body; additives; activity and weight management (energy in/energy out); recommended U.S. dietary guidelines; MyPlate; healthy food choices; reading and understanding food labels (selecting foods low in cholesterol, fat, sugar, salt); safe food preparation and storage; and world food supply.	CDC Eat Well Podcast Eating Disorders Awareness FSU Healthy *Me* Florida Nutrition Facts School Lunch Lesson Plan (grade 8) Tips for Teachers: Promoting Physical Activity and Healthy Eating

Personal Health	Focuses on personal fitness and lifetime activities; cardiovascular health; personal hygiene (including oral health); vision and hearing; positive health habits and choices (sleep, rest, relaxation, recreation); aging; personal wellness plans; growth and development; and care of human body systems and functions.	Childhood Obesity Facts (Grades 5-12) Dental Health (Grades 5-12) Growth and Development for Teens (Grades 8-12) Growth and Development for Kids (Grades 5-7) Head Lice Treatment Video (Grades 5-6)
Prevention/Control of Disease	Focuses on causes, transmission, prevention, early detection, and treatment of chronic and communicable and non-communicable diseases and disorders, including allergies, asthma, diabetes, cancer, cold and flu, and HIV/AIDS; sexually transmitted diseases/infections; immunizations and vaccines; lifestyles and diseases; eating disorders; community efforts; genetic disorders; neurological diseases; and medical care services.	How HIV is transmitted ppt (Grades 7/8) Risk Behaviors can lead to HIV, STDs & Teen Pregnancy Prevention (grades 7-12) Eating Disorder Awareness

Substance Use/Abuse	Focuses on the use and misuse of alcohol, tobacco, marijuana and inhalants, prescription and over- the-counter drugs and other illegal drugs (cocaine, methamphetamine, LSD, heroin, etc.); the classification and effects those substances have on the body; addiction; the health problems associated with drug dependence, including formation of habits and their influence; positive decision-making; and individual responsibility. It also includes effects on family members; family roles; risk behavior reduction; refusal and coping skills; societal and legal issues, including consequences; impact of media messages; and community resources.	Alcohol and public health (for teachers) CDC Don't Drink and Drive Podcast (Grades 9-12) Kids Health: Vaping (grades 6-12) Manatee County Drug & Alcohol Information (for teachers)
Teen Dating Violence (grades 7-12 only)	Focuses on the pattern of behavior that includes physical, emotional, verbal or sexual abuse used by one person in an intimate relationship to exert power and control over another. TDV is generally defined as occurring among individuals between the ages of 13-19 years old.	Teen Dating Violence ppt (Grades 7/8) Teen Dating Violence ppt (high school) Fast Facts: Preventing Teen Dating Violence (Grades 7-12) Teen Dating Violence Prevention (for teachers)

Special Circumstances:

- The title page date was changed to 2022-2023.
- The header and footer were changed to reflect the new school year and include chapter headings.
- Several edits are included throughout the document that reflect simple grammatical and typographical changes as well as pagination and spacing. These do not affect the meaning or intent of the content in any way.
- Several outlining edits were made, such as adding roman numerals to level 2 headings, and other edits throughout the document.
- Rationale for any policy changes will be stated; otherwise changes are simply formatting, grammatical, or to clarify language.
- There are edits throughout the document that clarify language and do not alter the intent of the policy or content in anyway. Only those things that revise policy will be included in the tabled titled "Proposed Changes Pursuant to Policies and Procedures".

Proposed Changes Pursuant to Legislative Requirements		
Section/Page	**Change**	**Rationale**
p. 11 General Information **Reporting and Notification** **Annual Reporting**	**Removed requirement for newspaper ad due a change in legislative language**: Each district must annually publish and report in writing to the State Board of Education by September 1 of each year the following information on the prior school year:	CS/SB 1048 – Student Assessments Implementation of ELA grades 3-10 and mathematics grades 3-8 assessments and progress monitoring beginning in the 2022-2023 school year.
p. 12 General Information **Participation in District and Statewide Assessments**	**Last sentence removed:** ~~STAR Early Literacy Assessment is administered to each kindergarten student within the first 30 school days of the year.~~	CS/SB 1048 – Student Assessments Implementation of ELA grades 3-10 and mathematics grades 3-8 assessments and progress monitoring beginning in the 2022-2023 school year.

p. 12 General Information **Reporting to Parents**	**Added language:** The district will provide student's results on state assessments and district-required local assessments to the student and his/her parent within 1 week of those results being received by the district.	CS/SB 1048 – Student Assessments Implementation of ELA grades 3-10 and mathematics grades 3-8 assessments and progress monitoring beginning in the 2022-2023 school year.
p. 20 General Information	**Revised per new legislation:** Civic and Character Education Civic and character education is required on the qualities and responsibilities of patriotism and citizenship, including kindness, respect for authority, life, liberty, and personal property; honesty; charity; racial, ethnic, and religious tolerance; and cooperation and for grades 11 and 12 voting using the uniform primary and general election ballot described in s. 101.151 (9).	CS/HB 7 – Individual Freedom – Civil Rights in Employment and K-20 Education
p. 21 General Information	Victims of Communism Day – the SDMC will observe November 7 as Victims of Communism Day honoring the 100 million people who fell victum to communist regimes across the world.	CB/HB 395 – Victims of Communism Day

Proposed Changes to General (K-12) Section		
Section/Page	**Change**	**Rationale**
p. 13 General Information **The Report Card**	**Revised language:** The student's citizenship and behavior. Student's citizenship marks are "E, S, N, U (E-Excellent, S-Satisfactory, N-Needs Improvement, U-Unsatisfactory) for kindergarten and first grade. E, S, I, N, U (E-Excellent, S- Satisfactory, I-Improving, N-Needs Improvement, U-Unsatisfactory) for second through fifth grades. Secondary marks are 1, 2, 3, or 4 (1-Excellent, 2-Satisfactory, 3-Needs Improvement, 4-Unsatisfactory); and	Revised language to update Report Card procedure for grade 1.
p. 15 General Information **Teacher Expectations**	**Revised language:** Teachers will monitor completion of homework and provide appropriate, graded feedback in a timely manner to students. Teachers should collaborate, whenever possible, to ensure that the amount of the homework assigned to any one student is not excessive.	This language was revised based on feedback.
p. 16 General Information **General Curriculum**	**Revised language:** **Revised language:** Intervention, Remediation and Progress Monitoring Students must participate in Florida's statewide assessments and progress monitoring. Each student who scores below Level 3 in reading or mathematics must be provided with additional diagnostic assessments to determine the nature of the student's difficulty, the areas of academic need, and strategies for appropriate instruction and	CS/SB 1048 – Student Assessments Implementation of ELA grades 3-10 and mathematics grades 3-8 assessments and progress monitoring beginning in the 2022-2023 school year.

	intervention using the problem-solving process within the MTSS framework.	
p. 17 General Information **General Curriculum**	In addition to an intervention plan, which includes progress monitoring, 3rd- 10th grade students, performing at Level 1 or Level 2 on required state assessments must receive intensified support the following year.	CS/SB 1048 – Student Assessments Implementation of ELA grades 3-10 and mathematics grades 3-8 assessments and progress monitoring beginning in the 2022-2023 school year.
p. 20 General Information	**Revised per new legislation:** Civic and Character Education Civic and character education is required on the qualities and responsibilities of patriotism and citizenship, including kindness, respect for authority, life, liberty, and personal property; honesty; charity; racial, ethnic, and religious tolerance; and cooperation and for grades 11 and 12 voting using the uniform primary and general election ballot described in s. 101.151 (9).	CS/HB 7 – Individual Freedom – Civil Rights in Employment and K-20 Education
Appendix C	**Health Education Instruction Materials** A table of required instruction elements to meet the requirements of 1003.42, Health Education.	Aligned with language in 1003.42.

Proposed Changes to Elementary Section		
Section/Page	**Change**	**Rationale**
p. 22 Elementary **Program of Studies**	**Removed unnecessary language:** All students will receive instruction in English Language Arts (ELA), mathematics, science, social studies, the arts, health and physical education aligned with state standards. Students and families must be notified at the beginning of each year as to how their grades in each core academic area will be determined.	Removed unnecessary language
p. 23 Elementary **Program of Studies**	**Revised per legislation:** Health Education Comprehensive health education addresses 14 component areas under Florida State Statute 1003.42 (2)(n) - Required Instruction Grades K-12 • Community health • Consumer health • Environmental health • Family life • Injury prevention and safety • Internet safety • Nutrition • Personal health • Prevention and control of disease • Substance use and abuse A link to access and review the instructional materials used to teach the curriculum will be included on the district's website homepage. The process to opt out of health instruction will also be posted on the district's website homepage. Additionally, the opt out form can be	Aligned with language in 1003.42.

	found in the SPP, Appendix C.	
p. 26 Elementary **Promotion and Good Cause Placements**	**Revise language to remove Florida standards:** All decisions pertaining to the promotion or retention of students will be communicated to parents and made under the authority of the School District of Manatee County in accordance with Florida statute. A student in K-2 or 4-5 is promoted if the student demonstrates mastery of the currently adopted state standards in core academic subject areas. In accordance with state statute, K -5th grade students are mandated to participate in required state-approved assessments. Grade 3 students must score a Level 2 or higher on the English Language Arts statewide, standardized assessment for promotion to grade 4. A student may not be retained more than once in grade 3.	CS/SB 1048 – Student Assessments Implementation of ELA grades 3-10 and mathematics grades 3-8 assessments and progress monitoring beginning in the 2022-2023 school year.
p. 27 Elementary **Promotion and Good Cause Placements**	**Updated language to match legislation:** Good Cause "3" – Students who demonstrate an acceptable level of performance on an alternative standardized reading assessment that has been approved by the Department of Education, administered after the required grade 3 statewide standardized English Language Arts assessment under Section 1008.22, F.S. The required percentile passing score for each approved alternative standardized reading assessment will be determined by the Department of Education.	CS/SB 1048 – Student Assessments Implementation of ELA grades 3-10 and mathematics grades 3-8 assessments and progress monitoring beginning in the 2022-2023 school year.
p. 30 Elementary **Intensive Intervention**	**Added in clarification on availability of FLDOE resources:** The parents can use through a read-at-home plan, including electronic	To aligned with updated FLDOE language.

	resources compiled by the Department of Education, to help their child succeed in reading	
p. 30 Elementary **Intensive Intervention**	**Added in clarification on availability of FLDOE resources** After initial notification, the school shall apprise the parent at least monthly of the student's progress in response to the intensive interventions and supports. Such communications must be in writing and must explain any additional interventions or supports that will be implemented to accelerate the student's progress if the interventions and supports already being implemented have not resulted in improvement.	To aligned with updated FLDOE language.
p. 31 Elementary **Good Cause Placements**	**Added in language of required support for grade 4 Good Cause Exemptions:** Services for Students Promoted to Grade 4 with a Good Cause Exemption Each student who does not achieve a Level 3 or above on the statewide, standardized English Language Arts assessment, or the statewide, standardized Mathematics assessment must be evaluated to determine the nature of the student's difficulty, the areas of academic need, and strategies for providing academic supports to improve the student's performance. A student who is not meeting the school district or state requirements for satisfactory performance in English Language Arts and mathematics must be covered by one of the following: 1. A federally required student plan such as an individual education plan; 2. A schoolwide system of progress monitoring for all students, except a student who scores Level 4 or above on the English Language Arts and	To align with FLDOE language and the SDMC Comprehensive Education Reading Plan

	mathematics assessments may be exempted from participation by the principal; or 3. An individualized progress monitoring plan.	

Proposed Changes to Middle School Section		
Section/Page	**Change**	**Rationale**
p. 35 Middle School **Program of Studies**	**Revised per legislation:** Health Education Comprehensive health education addresses 14 component areas under Florida State Statute 1003.42 (2)(n) - Required Instruction Grades K-12 • Community health • Consumer health • Environmental health • Family life • Injury prevention and safety • Internet safety • Nutrition • Personal health • Prevention and control of disease • Substance use and abuse • Prevention of child sexual abuse, exploitation, and human trafficking For students in grades 7 through 12, shall include a teen dating violence and abuse. This component must include that includes, but is not be limited to, the definition of dating violence and abuse, the warning signs	Aligned with 1003.42.

	of dating violence and abusive behavior, the characteristics of healthy relationships, measures to prevent and stop dating violence and abuse, and community resources available to victims of dating violence and abuse. For students in grades 6 through 12, shall include an awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy. Life Skills Life skills that build confidence, support mental and emotional health, and enable students to overcome challenges, including: • a. Self-awareness and self-management. • b. Responsible decision making. • c. Resiliency. • d. Relationship skills and conflict resolution. • e. Understanding and respecting other viewpoints and backgrounds. A link to access and review the instructional materials used to teach the curriculum will be included on the district's website. The process to request an exemption will also be posted on the district's website. Appendix C contains the Parent Opt Out form for Health Education.	
p. 39 Middle School **Grading Scale**	**Clarity:** Progress reports are posted mid-way through each quarter…	Language was changed to reflect better how the progress reports are posted.
p. 44 Middle School	**Clarity:** Career & Technical Courses: a. CTE teacher, counselor, and/or administrator recommendation:	Language was changed to reflect all prerequisite courses

Enrollment in High School Credit Courses	and The student must have earned a 3.0 grade point average in the previous year'scourse within the same or similar curricular area**.**	that can be taken by a student to qualify for the CTE course.
p. 45 Middle School **Grading Scale**	**Updated language to match legislation:** End-of-Course Assessment Waiver A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for who the IEP committee determines that an end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end-of-course assessment results waived for the purpose of determining the student's course grade and credit as required. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An individual IEP team will examine all information for each ESE student, and then make a determination regarding the potential for the results of the EOC to be waived. Any waiver of the statewide, standardized assessment requirements by individual education plan team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent. Semester grades for students using an End-of-Course Waiver will be averaged as follows: Semester 1: Quarter 1=50% and Quarter 2 =50% Semester 2: Quarter 3 =50% and Quarter 4 =50%.	Added this language to outline grading requirements when a student qualifies and uses an EOC assessment waiver.
p. 48 Middle School **Grade Forgiveness Policy**	**Align with new FLDOE language:** Credit recovery courses are credit-bearing courses with specific content requirements defined by state adopted standards.	Changed wording to reflect new state assessments.

Proposed Changes to High School Section		
Section/Page	**Change**	**Rationale**
p. 52 High School **Grading Scale**	**Updated language to match legislation:** End-of-Course Assessment Waiver A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for who the IEP committee determines that an end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end-of-course assessment results waived for the purpose of determining the student's course grade and credit as required. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An individual IEP team will examine all information for each ESE student, and then make a determination regarding the potential for the results of the EOC to be waived. Any waiver of the statewide, standardized assessment requirements by individual education plan team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent. Semester grades for students using an End-of-Course Waiver will be averaged as follows: Semester 1: Quarter 1=50% and Quarter 2 =50% Semester 2: Quarter 3 =50% and Quarter 4 =50%.	Added this language to outline grading requirements when a student qualifies and uses an EOC assessment waiver.
p. 53 High School **Class Rank**	**Added language:** Class rank is determined by a student's cohort, which is defined by the year that the student enters 9th grade.	Per FLDOE, class rank is determined by a student's cohort, which is defined by the year that a student enters 9th grade.
p. 53 High School **Class Rank**	**Removed outdated language.**	The language is no longer needed for the 2022-2023 SPP.

p. 54 High School **Class Rank**	**Updated language:** Class rank will be determined based on courses for which credit and grades are awarded toward a Standard Diploma. Students earning a Access Points Pathway Standard Diploma , Hospital Homebound students, and Home Education students will not be included in the class ranking. A student's rank in class will be determined by using the cumulative weighted grade point average.	Updated language as a Special Diploma is not a diploma option for the class of 2023.
p. 54 High School **Class Rank**	**Removed outdated language:** ~~139. For courses taken prior to the 2016-2017 school year, the grade weighting scale is as follows:~~ ~~Unweighted Grade Points~~ / ~~Weighted Grade Points~~ ~~A = 4~~ / ~~A = 5~~ ~~B = 3~~ / ~~B = 4~~ ~~C = 2~~ / ~~C = 3~~ ~~D = 1~~ / ~~D = 2~~	Removed this table as the graduation class will not have taken any courses prior to 2017.
p. 56 High School **Grade Forgiveness**	**Removed outdated language:** Agriscience 8106810	Corrected the course code for Agriscience Foundations.
p. 58 High School **Acceleration and Enrichment**	**Updated language:** A student shall have a 3.0 grade point average and have earned a level 3 or higher on the FSA, passed a nationally-normed standardized test, or earned the required comparative/concordant score within the last two years to be eligible to participate in AP, IB, or AICE, or at the discretion of the principal.	Changed language to offer greater flexibility in scheduling.

p. 60 High School **Early High School Graduation**	**Updated language:** Early high school graduation is an option if a student has completed a minimum of 24 credits and meets all graduation requirements in less than 8 semesters or meets the 18 credit ACCEL Diploma Option. A student who graduates early may continue to participate in school activities and social events and attend and participate in graduation events with the student's cohort as if the student were still enrolled in high school. A student who graduates early will be included in class ranking, honors, and award determinations for the student's cohort. A student who graduates early must comply with district school board rules and policies regarding access to the school facilities and grounds during normal operating hours. Cohort is defined by the FLDOE as when the student enters 9th grade (1003.4281).	Altered the language to include the ACCEL Diploma option and to define cohort based off 1003.4281.
p. 65 High School **Credit Acceleration Program (CAP)**	**Aligned language with language from the FLDOE:** If a student earns course credit without enrollment in a course via the CAP, a grade of "T" is recorded on the transcript in the Grade column.	Altered the language to align with state language regarding the Credit Acceleration Program
p. 72 High School **U.S. Government**	**Added in additional language:** The Lou Frey Institute has created a supplemental resource guide and a practice examination for the FCLE. This has been approved by FDOE and is now available here: https://www.fldoe.org/accountability/assessments/k-12-student-assessment/fcle.stml.	Included additional information regarding the FCLE.

p. 72 High School **Comprehensive Health Education**	**Revised language:** Comprehensive health education addresses 14 component areas under Florida State Comprehensive health education addresses 14 component areas under Florida State Statute 1003.42 (2)(n) - Required Instruction Grades K-12 • Community health • Consumer health • Environmental health • Family life • Injury prevention and safety • Internet safety • Nutrition • Personal health • Prevention and control of disease • Substance use and abuse • Prevention of child sexual abuse, exploitation, and human trafficking For students in grades 7 through 12, shall include a teen dating violence and abuse. This component must include that includes, but is not be limited to, the definition of dating violence and abuse, the warning signs of dating violence and abusive behavior, the characteristics of healthy relationships, measures to prevent and stop dating violence and abuse, and community resources available to victims of dating violence and abuse. For students in grades 6 through 12, shall include an awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy.	To align with state statute.

	Life Skills Life skills that build confidence, support mental and emotional health, and enable students to overcome challenges, including: • a. Self-awareness and self-management. • b. Responsible decision making. • c. Resiliency. • d. Relationship skills and conflict resolution. • e. Understanding and respecting other viewpoints and backgrounds. A link to access and review the instructional materials used to teach the curriculum will be included on the district's website. The process to request an exemption will also be posted on the district's website..Appendix C contains the Parent Opt Out form for Health Education.	
p. 75 High School **Assessment Requirements**	**Added language:** Civics: Beginning with the 2021-2022 school year, students taking U.S. Government are required to take the assessment of civic literacy identified by the State Board of Education pursuant to s. 1007.25 (4). Students earning a passing score on this assessment are exempt from the postsecondary civic literacy assessment required by s. 1007.25 (4).	Added in language recognizing 1007.25, the civic literacy assessment.
p. 87 High School **CTE Course Substitutions**	**Revised language:** or through core academic courses aligned with the general education curriculum standards.	Aligned language with the state statute.

Proposed Changes to Virtual School Section		
Section/Page	**Change**	**Rationale**
p. 91 Virtual Education	**Revised per FLVS memo:** Note: Per Florida Virtual memo of June 2011, public school students may only register for up to three FLVS courses at one time. • Full-time virtual education is available for home education and FLVS students. A student must be assigned to a FLVS teacher either before the school year begins or semester begins or within the first ten days of either semester to be able to withdraw from a SDMC face-to-face course.	Added language to better communicate to families the limit of FLVS courses a student may enroll in at one time, unless the student is a fulltime virtual student.

AGENDA ITEM NO. 7.3

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Public Hearing on the Proposed Changes to the Code of Student Conduct for the 2022-2023 School Year

Executive Summary
Public Hearing for the Board to hear public comments regarding the proposed changes to the Code of Student Conduct for the 2022-2023 school year and answer questions related thereto.

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

Safety | Goal 1
Increase the number of best practices, resources and evidence-based approaches in the areas of school climate and safety across all district campuses and buildings.

Safety | Goal 2
Increase the capabilities of all district schools to appropriately prevent and intervene with unsafe and disruptive student behaviors, while reducing the number of instructional days lost to Out of School Suspensions.

Contact
Submitting Department: Dropout Prevention
Initiated By: George Schrier

Attachments:
2022-2023 Code of Student Conduct Change Summary 7.5.22.pdf
2022-2023_Code_of_Conduct_Redline

2022-2023 Code of Student Conduct Change Summary

Special Circumstances:

- The title page date was changed to 2022-2023.
- Updated District Board Member Seats
- Several edits are included throughout the document that reflect simple grammatical and typographical changes as well as pagination and spacing. These do not affect the meaning or intent of the content in any way.
- Rationale for any policy changes will be stated; otherwise changes are simply formatting, grammatical, or to clarify language.
- There are edits throughout the document that clarify language and do not alter the intent of the policy or content in anyway. Only those things that revise policy will be included in the tabled titled "Proposed Changes Pursuant to Policies and Procedures".
- Aesthetic changes will be updated once all content is confirmed.

Note: Page numbers and spacing will change once deleted language is removed and the final document is formatted for publication.

Proposed Changes Pursuant to Policies and Procedures		
Page/Section	**Change**	**Rationale**
(P.i) Notice Regarding Code of Student	The rules and language contained within the Student Code of Conduct shall supersede any conflict that may arise with individual school handbooks.	This was added, based on a request from Board member Foreman.
(P.ii) The District of Manatee County Code of Student Conduct 2022-2023	Amended school year dates from 2021-2022 to 2022-2023	No rationale necessary
(P. iv) Table of Contents	Added SECTION III POSITIVE SCHOOL CLIMATES: • Section IV Attendance • Section V Discipline	This section was added to promote several initiatives under Project Spark. The Code of Conduct Committee decided that we wanted to communicate our district's commitment to building positive school climates.

All Proposed Changes Pursuant to District Policies and Procedures and Editing to Improve Clarity *(*Changes pursuant to policies and procedures)*		
	SECTION II STUDENT & PARENT RIGHTS and RESPONSIBILITIES	
Page/Section	**Change**	**Rationale**
(P.9) Health Care Services	**Healthcare Services** Per Florida's parental bill of rights, at the beginning of each school year, parents will be notified of all healthcare services offered at their child's school and provided with the opportunity to individually consent to or decline each service. Please visit your child's school website for further information	This was added in response to the state passing House Bill (HB) 1557, Parental Rights in Education.
SECTION III POSITIVE SCHOOL CLIMATES		
Page/Section	**Change**	**Rationale**
(P.9,10,11) Sparking Positive School Climates	**SPARKING POSITIVE SCHOOL CLIMATES** A school's climate can be simply defined as the "quality and character of school life" (National School Climate Council, 2007). This simple definition is underpinned by an array of intentional activities that support integral structures, such as trusting student and adult relationships, teaching and learning, the physical environment, and the safety of all school community members. At its core, a positive school climate includes: • positive relationships among and between all stakeholders (students, parents, all school personnel and community partners); • engaging, relevant academic and extracurricular activities for all students that meets their social, academic, and developmental needs; • meaningful family and community engagement; • training and resources to resolve conflicts peacefully and respectfully; • support for students who are experiencing an emotional crisis, trauma, or serious challenges in their homes and communities; • clean and well-maintained campuses that support a sense of school pride; • orderly learning environments, allowing all stakeholders to feel physically and emotionally safe.	This section was added to promote several initiatives under Project Spark. The Code of Conduct Committee decided that we wanted to communicate our district's commitment to building positive school climates.

	These tenets of a positive school climate are reflected in several initiatives that are starting throughout the School District of Manatee County under the umbrella of what we call Project Spark. Project Spark combines prevention and early intervention through our Multi-Tiered Systems of Support (MTSS), our universal life skills curricula CharacterStrong and Purposeful People, and a focus on relationship-building using Restorative Practices. Through these and other Tier One initiatives, Project Spark aims to build a more positive school experience and increase engagement for all students. **Multi-Tiered Systems of Support (MTSS)** MTSS refers to the instructional strategies, interventions, supports and resources that are used to help all students achieve academically, behaviorally, and social-emotionally. MTSS serves as the framework for organizing supports within a school and district so that the needs of the whole child are met. An effective system blends culturally responsive academic and behavior supports to create effective environments that address a range of student needs. A three-tiered instruction and intervention framework is used to organize resources and supports to ensure student learning and educational success. The level of supports provided at each tier will match the needs of each student. Tier One is universal instruction and supports that is intended for all students. Tier Two consists of targeted and supplemental supports, designed for the estimated 20% of students who require more than universal instruction and support. Tier Three is the most intensive level and is intended for the 5-10% of students who may need more individualized support, in addition to their Tier One and Two interventions. MTSS is a proactive approach that has the following key elements: • Leadership • Building Capacity/Infrastructure for Implementation • Communication and Collaboration • Data-Based Problem Solving • Three-Tiered Instructional/Intervention Model • Data Evaluation For more information on our MTSS, please visit the School District of Manatee County's website. **CharacterStrong and Purposeful People** In October 2019, the SDMC was awarded a 5-year federal grant to help transform our MTSS system. The foundation of this initiative for addressing our students behavioral and social-emotional needs is our	

	Tier One life skills curricula CharacterStrong (middle and high school) and Purposeful People (elementary). Together, these evidence-based programs provide Pre-K through 12th grade curricula and professional learning services that positively impact our school climates and the lives of our students and staff. Explicit instruction using an evidence-based curriculum has been proven to be the most efficient method for the implementation of a district and schoolwide plan for social and emotional development of students. To help facilitate this initiative across all schools, the SDMC added CharacterStrong and Purposeful People to our current strategic plan with the expectation it will be delivered in all grades by 2024. For more information on CharacterStrong and Purposeful People, please visit the School District of Manatee County's website. **Restorative Practices** Another way the SDMC is seeking to improve the quality and character of school life is by focusing on relationships and community-building. Evidence shows that when students are positively connected to their school, each other, and their teachers, they achieve better outcomes. Restorative Practices support the development of a positive classroom culture, build community, and strengthen the connections within groups, as well as between learners and their teacher. This can be achieved through intentional and explicit instruction (using CharacterStrong and Purposeful People), as well as through the use of strategies, such as community-building circles and restorative conferences. Multiple studies across the United States confirm the positive effects of Restorative Practices on graduation rates, social competencies, academic achievement while also reducing behaviors or activities that negatively impact student success. Outcomes of implementing Restorative Practices include reduced student suspensions and improved school climate, as well as increased engagement in the classroom. The use of Restorative Practices within our schools is being implemented in conjunction with our Tier One life skills curricula and is an integral component of our district's effort to reduce misbehavior and ultimately the use of exclusionary discipline. For more information on Restorative Practices, please visit the School District of Manatee County's website.	

SECTION V STUDENT DISCIPLINE

2022-2023 Code of Student Conduct Change Summary

Page/Section	Change	Rationale
(P. 23-39) Discipline Matrix	Hyperlinked all School Environmental Safety Incidents found in the discipline matrix with the definitions provided by the state. Parents and students will be able to click any SESIR incident in the matrix and they will be able to see how each is defined.	This was done based on a request from Board member Golden.
(P. 43) Items not allowed on a Bus	J. Aerosol sprays may be possessed but their use on buses or enclosed areas is expressly prohibited	We removed aerosol sprays from the list of prohibited items that had always accompanied our dress code and "other items". We needed to ensure that students and parents understand they are still not to be used on buses or in enclosed areas. However, since students have a legitimate need for certain aerosol sprays during the school day or after school, they may now be possessed.
(P.45-48) Uniform Policy	~~**SCHOOL DRESS CODE**~~ ~~You are expected to dress appropriately for school and for the business of learning with proper attention given to personal cleanliness, grooming, and neatness. If your personal attire or grooming disrupts educational activities and processes of the school, or is a potential safety hazard, you will be required to make the necessary alterations to such attire or grooming before entering the classroom or you may be assigned to In-School Suspension (ISS). If you fail to meet the minimum acceptable standards of cleanliness, neatness, proper fit, safety and decency as determined~~	A review was conducted to eliminate unnecessary language and examine potential gender inequalities that may disproportionally impact female students. All existing language was eliminated and replaced with a minimum number of district-wide standards.

	~~by the principal or designee and as specified in the District Code of Student Conduct, you will be subject to appropriate disciplinary measures. As per F.S. 1006.07(2)(d)(1), you are additionally prohibited "from wearing clothing that exposes underwear or body parts in an indecent or vulgar manner or that disrupts the orderly learning environment."~~ ~~Apparel that violates this dress code will result in your removal from the regular school environment until acceptable apparel may be secured. Students who violate the district's dress code policy will be subject to the following consequences in addition to other appropriate administrative action:~~ ~~a. For a first offense, you shall be given a verbal warning and the school principal or designee shall call your parent or guardian.~~ ~~b. For a second offense, you are ineligible to participate in any applicable extracurricular activity for a period of time not to exceed 5 days and the school principal or designee shall meet with your parent or guardian.~~ ~~c. For a third or subsequent offense, you shall receive an in-school suspension pursuant to F.S. 1003.01(5) for a period not to exceed 3 days. You are also ineligible to participate in any extracurricular activity for a period not to exceed 30 days, and the school principal or designee shall call your parent or guardian and send the parent or guardian a written letter regarding your in-school suspension and ineligibility to participate in extracurricular activities.~~ ~~If you continue to wear articles of clothing or other prohibited items that you have been specifically asked not to wear, your discipline infraction will be considered defiance and not a dress code violation. The school principal or designee will be the final judge about whether your clothing is appropriate for school, creates a climate that is disruptive to learning, or is a potential safety hazard. Principals, faculty, and staff members will enforce the dress code. Individual~~ ~~schools may have additional requirements if supported by a majority of School Advisory Council (SAC) members, and if parents are notified in writing of the changes.~~ ~~**The following clothing MAY be worn:**~~	

	~~a. Pants and jeans, as well as shorts that are reasonable, appropriate length (defined as no shorter than above the tips of the fingers, with arms and hands extended straight down), and fastened at the waist.~~ ~~b. Dresses that cover the entire back, are not cut low in front, and are reasonable and appropriate in length (defined as no shorter than above the tips of the fingers, with arms and hands extended straight down and not rising beyond this point when seated).~~ ~~c. Skirts that are a reasonable, appropriate length (defined as no shorter than above the tips of the fingers, with arms and hands extended straight down and not rising beyond this~~	
	~~point when seated) and fastened at the waist.~~ ~~d. Tank tops or muscle shirts are allowed only with an over shirt or an undershirt with sleeves. Blouses and tops must cover the entire front and back (cannot be low-cut) and be long enough to tuck inside the waistband. All undergarments must be covered. No sheer (see-through) shirts are to be worn unless tank tops with at least two-inch straps are worn underneath. Net shirts must also have an undershirt or a buttoned over shirt. Tunics worn over slacks are also permissible.~~ ~~e. Safe and appropriate footwear must be worn. Inappropriate footwear includes, but is not limited to, roller skates, skate shoes, and bedroom slippers.~~ ~~f. Warm-ups that fit properly and are in good condition.~~ ~~g. Form-fitting or excessively tight-fitting skirts, shorts, and pants (to include leggings, jeggings, or clothing made from materials such as spandex or lycra), must have an over garment, which extends down to your fingertips as your hands are extended to your side.~~ ~~**The following apparel or items are NOT allowed at school:**~~ ~~a. Sunglasses*~~ ~~b. Hats, visors, bandanas, or other head apparel*~~ ~~c. Visible pierced jewelry that has the potential to cause injury or be considered a safety risk, or cause disruption to the learning environment~~ ~~d. Gang-related tattoos or inappropriate tattoos, as determined by the principal~~ ~~e. Cutoff pants, shorts, or skirts~~	

	~~f. Clothing that exposes the midriff~~ ~~g. Spaghetti straps or strapless dresses or tops~~ ~~h. Unbuckled belts~~ ~~i. Ill-fitting sweat pants or warm-ups~~ ~~j. Suspenders hanging down – including overalls~~ ~~k. Clothing that advertises alcoholic beverages, tobacco, drugs or has questionable language or art work~~ ~~l. Known gang-related symbols~~ ~~m. Spandex-type dresses~~ ~~n. Beachwear~~ ~~o. Blankets, pajamas or other sleepwear~~ ~~p. Any clothing, accessories, jewelry, or hair styles that may incorporate obscene or drug- related phrases or be considered disruptive to the learning environment.~~ ~~q. Any clothing, accessories, or items that portray symbols or images that may be considered disruptive to the learning environment~~ ~~r. Clothing with frays, holes, cuts, or slits above the knee (using the fingertip rule) that exposes skin~~ ~~s. Gym shorts or soccer shorts that are NOT proper length~~ ~~t. Glass containers of any kind~~ ~~u. Skateboards~~	
	~~v. Hoverboards~~ ~~w. Any clothing or jewelry that can be used as a weapon~~ ~~x. Aerosol sprays of any kind.~~ ~~**Note:** Students may possess individual hand sanitizer or wipes, however aerosol sprays remain prohibited in schools and on buses.~~ ~~* May be worn during outdoor classes (such as physical education, construction, and agriculture), field trips, and during elementary recess. Sunglasses must be put away and kept out of sight during the rest of the school day. Does not include headdress worn for religious purposes or other headgear necessary for safety or medical purposes.~~ ~~***NOTE:*** Individual schools, with approval of the School Advisory Council, may develop additional dress code requirements that will be communicated to you and your parents in a variety of ways. Individual~~	

	~~schools may establish a mandatory uniform policy if all conditions under the school uniform rule are met.~~ ~~An individual school may be granted an exemption by the Superintendent from any provision of the dress code if requested by the principal and approved by a majority of the School Advisory Council members. Parents will be notified in writing of any approved exemption.~~ The dress and grooming of District students shall be neat and clean, promoting a safe and positive educational environment. Apparel that disrupts educational activities and processes of the school may result in the removal of the student from the regular learning environment until acceptable apparel can be secured for the student. Failure to comply with the dress code may result in disciplinary consequences outlined in state statute and the district discipline matrix. Pursuant to F.S. 1006.07, wearing clothing that exposes underwear or body parts in an indecent or vulgar manner or that disrupts the learning environment will have the following specific consequences. In addition to these consequences, the violation shall be corrected before the student is allowed back in the regular school environment: a. For a first offense, a student shall be given a verbal warning and the school principal (or designee) shall call the student's parent or guardian. b. For a second offense, the student may be ineligible to participate in any extracurricular activity for a period of time not to exceed 5 days and the school principal (or designee) shall meet with the student's parent or guardian. c. For a third offense, the student will have lunch detention in a supervised area, not the cafeteria. d. For a fourth offense, the student may be ineligible to participate in any extracurricular activity for a period not to exceed 30 days. e. For a Fifth and subsequent offense, a student may receive an In-School Suspension pursuant to F.S. 1003.01(5) for a period not to exceed one (1) day and may be subject to any of the interventions listed above. **Requirements for student dress in all schools are listed below:**	

	a. All shirts and blouses must cover midriff, back, sides, and all undergarments including bra straps at all times. All shirts, tops, and dresses shall have sleeves and cover the shoulders. b. Shorts, skirts, divided skirts, dresses and culottes are allowed. They must be mid-thigh length or longer. c. All trousers, pants, or shorts must totally cover undergarments, including boxer shorts.	
	All clothing, jewelry, or tattoos shall be free of the following: profanity; violent images, wording or suggestion; sexually suggestive phrases or images; gang related symbols; alcohol, tobacco, drugs or advertisements for such products. e. Safe and appropriate footwear must be worn. Inappropriate footwear includes, but is not limited to, roller skates, skate shoes, and bedroom slippers. **Further Clarification/other requirements:** a. Form fitting leotard/spandex type clothing is not allowed unless proper outer garments cover to mid-thigh length or longer. b. See through or mesh fabric clothing may only be worn over clothing meeting requirements. c. Clothing must be appropriate size, with the waist of the garment worn at the student's waist. d. Clothing and footwear traditionally designed as undergarments or sleepwear shall not be worn as outer garments. e. Sunglasses may not be worn inside unless a parent provides a doctor's note to the school. Field trips are exceptions. f. Bandanas or sweatbands are not allowed to be visible on school grounds during the regular school hours. g. Hats or other head coverings may be worn during outside P.E. activities and may not be worn during any portion of the regular school day without the expressed permission of the principal. h. If the school has a mandatory school uniform policy, the student must adhere to those requirements.	
SECTION VI PROCEDURES RELATING TO DISCIPLINARY ACTIONS		
Page/Section	**Change**	**Rationale**
(P.50) Loss of Privilege	For a specified period of time, you may lose a privilege on campus. These privileges include, but are not limited to ~~recess~~, parking, use of technology, extracurricular activities, and assemblies	Per state statute, recess is no longer a privilege that can be lost, due to disciplinary action. This change was made to align with statute.

2022-2023 Code of Student Conduct Change Summary

SECTION VIII PUBLIC NOTICES		
Page/Section	**Change**	**Rationale**
(P.67) Public Notices with Parental Opt-Out Provisions (Directory Information/Photogr-aphs/Publications)	• Photograph or other likeness (with parental consent)	This change to the directory information under FERPA was made in response to HB 1557, Parental Rights in Education. Parental consent must now be provided by the parent for a photo or likeness to be considered directory information
Code of Conduct Committee Members		
Page/Section	**Change**	**Rationale**
(P. 72) Code of Conduct Committee Members	20212-20223; ~~Regina Boyd – Parent Task Force;~~ ~~Melanie Motlow-Newhall – Teacher, Kinnan Elementary Dr. Shawn Mandel – School Psychologist;~~ ~~Kimberlain Zenon-Richardson – Principal, Braden River Middle School~~	Ms. Zenon-Richardson voluntarily stepped down from the committee, as existing member Brad Baietto transferred to BRMS last year. We do not allow more than one representative from the same school to serve on the committee. The rest of the committee members were removed because they did not attend meetings (either in person or virtually) or contribute to the discussion via email. Non-participating members are removed from the committee each year.

NOTICE REGARDING CODE OF STUDENT

In order to conserve resources, schools will not distribute paper copies of the Student Code of Conduct to students. You can locate an electronic copy of the Student Code of Conduct on the District website at www.manateeschools.net or on your school's website. If you require a paper copy of the Student Code of Conduct, please check the appropriate box below; sign and return this sheet, and one will be provided to your child. This page will also exist as a form, which is available at your school's front office, if you are unable to print a copy for yourself.

This Student Code of Conduct has been developed so our students and families have a clear understanding of behavioral expectations and to inform all parties of important procedures related to our educational mission. It is helpful if parents are aware of school rules so they can help support them from home. Parents and students are encouraged to review the Student Code of Conduct together to gain a better understanding of their rights and responsibilities. Training on the Student Code of Conduct will be provided to all students, teachers and administration during the first month of school. The rules and language contained within the Student Code of Conduct shall supersede any conflict that may arise with individual school handbooks.

FAILURE TO REVIEW THE STUDENT CODE OF CONDUCT WILL NOT RELIEVE A STUDENT OR THE PARENT/ GUARDIAN OF THE RESPONSIBILITY FOR COMPLIANCE WITH THE CODE OR ACCOUNTABILITY FOR LOSS OR DAMAGE TO SCHOOL DISTRICT OF MANATEE COUNTY PROPERTY.

Please check and submit, only if you require a printed copy of the 2021~~1~~2-2022~~2~~3 Code of Student Conduct. One (1) copy per household will be provided.

☐ I would like to have a printed copy of the Student Code of Conduct sent home with my child.

_____	_____	_____
Student Name	Student Signature	Date
_____	_____	_____
Parent Name	Parent Signature	Date

THE SCHOOL DISTRICT OF MANATEE COUNTY
CODE OF STUDENT CONDUCT
2021~~1~~2-2022~~2~~3

Dear Students and Parents,

One of our many important goals in this School District is to provide a safe, nurturing, and well-disciplined learning environment for all students. To achieve this goal, the School Board has authorized the development of a comprehensive District Code of Student Conduct. I strongly encourage you to read this Code of Student Conduct and share your thoughts and observations with your teens or children.

This District Code of Student Conduct was developed with input from school and district administrators, faculty and staff members, School Advisory Council members, community members, and students.

The District Code of Student Conduct will be reviewed annually for any additions or deletions that may be necessary for clarification or as required by new legislation. If you have any questions regarding the contents of the District Code of Student Conduct, please contact your school principal.

The information contained in this District Code of Student Conduct is being provided to all students and parents. Extra copies of this publication are available at school sites or on the District website at www.manateeschools.net. Thank you for taking the time to read and discuss this information. I appreciate your support of our schools and School District. Have a Great School Year!



Sincerely,

Cynthia Saunders,
Superintendent

THE SCHOOL BOARD OF MANATEE COUNTY

BRADENTON, FLORIDA

Members

Rev. James Golden – Chairman (District 5)

Gina Messenger - Vice Chair (District 1)

Charlie Kennedy - (District 2)

Mary Foreman (District 3)

Chad Choate (District 4)

Superintendent of Schools

Cynthia Saunders

School Board of Manatee County policies may be viewed online at www.manateeschools.net

BOARD POLICIES

Bylaws	0000
Administration	1000
Program	2000
Instructional Staff	3000
Support Staff	4000
Students	5000
Finances	6000
Property	7000
Operations	8000
Community Relations	9000

TABLE OF CONTENTS

SECTION I **JURISDICTION OF THE SCHOOL BOARD** **1**

In Loco Parentis 1

Prohibition of Discrimination 1

SECTION II **STUDENT AND PARENT RIGHTS AND RESPONSIBILITIES** 3

Student Rights and Responsibilities 3

Academic Honor Code 5

Parent Rights and Responsibilities 6

SECTION III **POSITIVE SCHOOL CLIMATES** 9

SECTION IV **ATTENDANCE** 11

SECTION V **DISCIPLINE** 14

MISCONDUCT THAT REQUIRES SPECIFIC CONSEQUENCES 12

Alcohol/Drugs 13

Tobacco Products 16

Bullying and Harassment Prohibition 17

Hazing 17

Dating Violence and Abuse 18

Threats Against Schools 18

Possession of Firearms and Weapons 19

Gang Activity 21

Making False Accusations 21

MISCONDUCT THAT MAY RESULT IN DISCIPLINE

Discipline Matrix 22

Elementary Matrices for Grades PK-2 23

Elementary Matrices for Grades 3-5 26

Middle School Discipline Matrix for Grades 6-8 31

High School Discipline Matrix for Grades 9-12 35

Discipline for Students with Disabilities 39

Bus Conduct 41

Dress Code 43

SECTION VI **PROCEDURES RELATING TO DISCIPLINARY ACTIONS** **49**

Common Discipline Actions 49

Major Discipline Actions 50

Bus Suspension 50

Suspension from School 50

Alternative Placement 51

Expulsion 52

Felony Arrests 54

Extension of 10-Day Suspension 54

Criminal Victimization 54

Corporal Punishment 54

Reports to Law Enforcement Agencies 54

Limited Role of Law Enforcement 55

Reports to Department of Children and Families (DCF) 55

Referrals to Mental Health Agencies 55

Self-Reporting Upon Initial Registration 55

SECTION VII **IMPORTANT POLICIES AND PROCEDURES** 56

Medication Policy 56

Controlling the Spread of Communicable Diseases 57

Crisis Protocol 57

Student and Family Reunification Plan 58

Electronic Equipment 59

Technology and Internet Safety Policy 60

Athletic Eligibility 61

SECTION VIII **PUBLIC NOTICES** **65**

Service Animals 67

Pledge of Allegiance 68

Public Notices with Parental Opt-Out Provision 69

SECTION I JURISDICTION OF THE SCHOOL BOARD

Introduction

The purpose of this document is to assist students, parents, and school personnel in establishing and maintaining a safe, nurturing and well-disciplined learning environment for all. To be fully effective, the Code of Student Conduct addresses not only the role of the parents, the students, and the school, but also specifies areas relative to the responsibilities and rights of students and parents; grounds for disciplinary action; and procedures to be followed for acts requiring disciplinary action.

In the event of a situation which significantly alters the standard process for delivering education, such as natural disasters, pandemics, etc., the School District of Manatee County reserves the right to amend policies and procedures to allow for the continued education, articulation, and graduation of students, as well as the safety and security of our school communities.

Students in the School District of Manatee County are subject to the Code of Student Conduct during the school day and regular school activities, while being transported on school buses or at public expense to and from school or other education facilities. Students are also subject at such time and places that include - but are not necessarily limited to - school sponsored events, field trips, athletic functions, and other activities where appropriate school personnel have jurisdiction over students. In addition, jurisdictional control over students may be extended as per Florida Statute Sections 1006.07, 1006.09, 1006.13, 1006.147, and 1003.31 whenever the conduct of a student is deemed to have a detrimental effect on the health, safety, and welfare of any member of the school community or the learning environment of the school.

IN LOCO PARENTIS

State and federal law recognizes that teachers and school administrators have a need to stand in the place of parents over children entrusted to them at school. This is a concept called *in loco parentis*. While this power is not equal to a parent's power over a child, it permits school personnel to exercise a degree of supervision and control over students that could not be exercised over free adults. This concept is responsible for the fact that school personnel can search without a warrant based on reasonable suspicion and are not held to the higher standard of "probable cause" by which law enforcement is bound. It is also responsible for the fact that school personnel can interrogate a student without providing him or her with Miranda warnings or allowing the student to call a parent or attorney.

Prohibition of Discrimination

No student shall, on the basis of race, color, national origin, sex, sexual orientation, gender identity, disability, marital status, age, religion, or any other basis prohibited by law, be excluded from participation in, be denied the benefits of, or be subjected to discrimination or harassment under any educational programs, activities, services, or in any policies or practices by the School District of Manatee County. Any student who believes he or she has been discriminated against or has been harassed by an employee, student, or other third party, who is subject to control of the School Board, is encouraged to use the appropriate grievance procedures set forth in policy.

TITLE IX

Title IX of the Education Amendments Act of 1972 is a federal law, enacted in 1972, which states: “No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

The United States Department of Education requires school districts to follow a specific Title IX Grievance Process while investigating allegations of sexual misconduct. The Office of Civil Rights of the United States Department of Education considers sexual misconduct (including sexual harassment, sexual violence, sexual assault and intimate partner violence) to be a form of sexual discrimination and requires the school districts to take immediate and effective steps to respond to sexual misconduct.

For a Title IX investigation to apply, the incident must have occurred in an education program or activity in which the District has substantial control over both the respondent and the context in which the incident occurred.

"Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. Any School District of Manatee County employee conditioning the provision of an aid, benefit, or service of the recipient on an individual’s participation in unwelcome sexual conduct;

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient’s education program or activity; or

3. “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34

U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

Responsibilities and Obligations

The School District of Manatee County takes its obligation to comply with Title IX very seriously. Inquiries concerning the application of Title IX and the Grievance Procedures may be referred to the District’s Title IX Coordinators:

Schools & Educational Facilities
Dr. Pace Edwards 2501 63rd Avenue East Bradenton, FL 34203
(941) 751-6550 extension 43038

District & Employment
Sherman Stroman
215 Manatee Avenue West Bradenton, Florida 34205
(941) 708-8770 extension 41052

SECTION II STUDENT & PARENT RIGHTS and RESPONSIBILITIES

STUDENT RIGHTS AND RESPONSIBILITIES

This section summarizes the basic principles of student rights and responsibilities. As a student, you have a right to an education, regardless of your race, color, creed, national origin, religion, gender, marital status, heritage, disability, or sexual orientation. Some of your basic rights include the right to:

- Learn
- Agree or Disagree
- Petition
- Freedom of expression
- Publish
- Assemble
- Privacy

Your exercise of these rights must conform to the District Code of Student Conduct. While you also have the right to a free and appropriate education, this right shall be applied at the school serving your residential attendance zone, except as authorized by the School Choice Program or otherwise provided by School Board Policy. **The Superintendent is authorized to assign or reassign a student to any program or school as deemed to be in the best interest of the student or School District, pursuant to** F.S. 1006.08**.**

If you are attending a charter school or a school out of your assigned area under the School Choice Program, you may be suspended, expelled or reassigned during the school year as provided in this Code. Your school choice may additionally be revoked for non-attendance, habitual tardiness, or disciplinary issues, upon the recommendation of the principal. The principal's recommendation is subject to review and approval by the District Administrative Appeals Committee.

First Amendment Freedom of Expression

In 1969, The United States Supreme Court ruled that public school students do not leave their constitutional right to freedom of expression at the schoolhouse gate. You have a right to freedom of expression; however, when you exercise that right, you must do so in a responsible manner that does not cause a disruption of the school or a school activity. A principal may impose reasonable time, place and manner restrictions on your exercise of First Amendment freedom of expression rights. If possible, before imposing reasonable time, place and manner restrictions, the principal will consult with the School District General Counsel and will notify the Superintendent (or designee) in such cases. If it is not possible to consult the School District General Counsel beforehand, the principal will do so as soon as possible.

Principal's Authority

The principal of each school is responsible for the administration of the school and the enforcement of the District Code of Student Conduct. The principal has the authority to direct students and staff and can impose any reasonable requirements that are not inconsistent with the District Code of Student Conduct or School Board Policy.

INVESTIGATIONS AT SCHOOL

Administrative

If you are suspected of violating the District Code of Student Conduct, school officials can question you without first contacting your parent. You do not have a right to have your parent present or a right to an attorney when you are questioned. If you refuse to answer questions asked by school officials, you may be disciplined.

Criminal

If you are a suspect in a criminal investigation that may result in your arrest or criminal charges, law enforcement will make a good faith effort to contact your parent before the law enforcement officers begin questioning you. If a parent cannot be located, law enforcement officers may proceed with questioning. If your parent is contacted, the law enforcement officers may allow your parent to be present during your questioning.

Victim or Witness

If you are a victim or a witness, law enforcement officers, Children and Family Services investigators, or administrative investigators are allowed to question you without first contacting your parent. If the investigation involves child abuse, the official conducting the investigation will decide who can be present during your interview. If you refuse to answer questions asked by school officials, you may be disciplined.

Removal of a Student Under Arrest

If you are subject to arrest, with or without a warrant, the officer can remove you without your parents' consent or the consent of school officials. The administrator will try to notify your parent before you are removed or as soon as possible after your removal.

Removal for Involuntary Examinations

The school principal or the principal's designee shall make a reasonable attempt to notify your parent or guardian, if you are removed from school, school transportation, or a school- sponsored activity and taken to a receiving facility for a Baker, Marchman, or other evaluation, pursuant to F.S. 394.463. The principal or the principal's designee may delay notification for no more than 24 hours after you are removed, if the principal or designee deems the delay to be in your best interest or 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.

Searches and Seizures

You, your locker, vehicle, purse, backpack and other personal possessions may be searched if there is a reasonable belief (suspicion) that any of them contain drugs, weapons, contraband or other items not permitted on campus. You are expected to cooperate fully with your school administration in all searches and investigations. The failure to fully cooperate may be grounds for your school administration to infer that you are in possession of contraband or illegal items and the matter will be referred to law enforcement as deemed necessary. Trained sniff-screening dogs are allowed in the schools to prevent drugs and weapons at school. Routine checks by the dogs are not considered a search; however, an alert by the dog gives reasonable suspicion for a search. Dogs may not check students themselves to determine probable cause for a search. The use of trained dogs is a safety precaution to provide you a safe school in which to learn.

GRADES

An academic grade should reflect the teacher's most objective assessment of your academic achievement. Academic grades should not be used as a means of maintaining order in a classroom, nor should your behavior be included in calculating academic grades.

1. Your Responsibilities

a. To become informed of the grading criteria.
b. To maintain standards of academic performance commensurate with your ability, and to make every effort to improve your performance upon receipt of notification of unsatisfactory progress.

2. Your Rights

a. To receive a teacher's grading criteria at the beginning of each year or semester course.
b. To receive a reasonable notification of failure or potential failure prior to the end of the grading period with sufficient time, when possible, to take corrective action.

3. Your Parents' Responsibilities

a. To meet with your teachers upon request and assist in helping take corrective action if you are experiencing academic difficulty.
b. To seek advice on before and after school programs that will assist you in succeeding in school.

OTHER STUDENT RESPONSIBILITIES

- To read and become familiar with the Code of Student Conduct;
- To attend school daily, prepare for class, and complete class and homework assignments to the best of your ability;
- To know and follow school rules and instructions given by the school administration, teachers, and other staff;
- To report to school staff any dangerous behavior or bullying that occurs at school, on the way to and from school, or in the school community;
- To bring to school only those materials that are allowed;
- To treat everyone in the school community with respect;
- To respect school property, community property, and the property of others.

ACADEMIC HONOR CODE

- I will take responsibility for my own work. I will not cheat, help others cheat, or allow anyone else to do my work for me.
- I will not plagiarize. I will use quotations and cite sources when I use someone else's words and ideas.
- I will not forge the signature of others or knowingly falsify any records, information, or results.
- I will be honest about my work with teachers, peers, and parent(s)/guardian(s).
- I understand I will receive a zero on any assignment, as well as any other appropriate consequence for breaking the Honor Code.

PARENTAL RIGHTS AND RESPONSIBILITIES

The role of parents, guardians, and families is critical to the healthy growth and development of each of our students. Some of the basic parent rights include:

- To be actively involved in your child's education;
- To be treated fairly and respectfully by the school administration, teachers, and other staff;
- To access information about the Board's policies and procedures;
- To be notified promptly if your child is disciplined for inappropriate or disruptive behavior and informed of the consequences assigned;
- To appeal disciplinary actions taken;
- To receive pertinent, accurate, and timely information about your child's academic progress, in addition to ways you can help your child succeed in school.

School staff and parents must work together to maximize a student's success at school. We are committed to working with and supporting families and we request parents work with and support us. As a parent you are expected to:

Sign in at the Office

Sign in through the Raptor System when you go to any school and before you go anywhere else on the campus. (You must present your driver's license or official picture identification to be scanned for student safety issues.)

Be Involved

Get to know the people at your child's school by participating in teacher conferences and school-parent activities such as Parent-Teacher Association (PTA)/Parent-Teacher Organization (PTO) meetings and School Advisory Council (SAC) meetings. Be actively involved in the learning process at home and in school, such as volunteering, collaborating with teachers on your child's performance in school, and fostering learning at home by providing your child appropriate assistance and monitoring of homework. Participate in your child's elementary report card conferences, which are scheduled following the first and third quarters of the school year.
School Board Policy 2111 Parent/Family Involvement may be accessed on the district website, or you may request a copy at the district office at 215 Manatee Avenue West, in Bradenton.

Provide Information

Each year provide your child's school your current telephone number, home address, work telephone number and emergency contact number. Parents must immediately notify the school of any changes in contact information.

Support School Rules

Understand and support the rules in this District Code of Student Conduct and talk to your child about them.

Support Dress Code

Teach your child to follow the dress code as outlined in this document. Because school is a place to work and learn, dressing neatly and appropriately for school is very important.

Promote Punctuality

Make sure your child arrives at school on time every day. Parents should be aware that if they live within two (2) miles of their child's school, School District transportation will not be provided unless required as a related service for a student with a disability.

Ensure Your Child's Safety
Ensure your child arrives at school no more than thirty minutes before the start of the school day and leaves campus no more than thirty minutes after the school day or activity unless you have made special arrangements with a teacher, administrator or a before/after school care program. Supervision will not be provided beyond that time. Supervision for students attending school activities outside the regular school day such as clubs, dances, carnivals, practices and games will be provided 30 minutes before and after the activity. Be aware that school nursing services are not available at extracurricular activities or before or after the school day. It is the parents' responsibility to provide any medical needs for their children before or after the school day.

Comply with Safety Rules
Adhere to school developed, on-site traffic plans for vehicles when bringing students to school or picking them up after school. If your children are walkers or bicyclists, encourage them to follow safety rules and use pedestrian-safety features where available.

Notify School of Absences
Contact the school when your child is absent and explain the reason for the absence. It is recommended you call the day of the absence, but parents do have 48 hours to notify the school. In situations specified in the attendance section, written documentation will be required by the school.

Notify School When You Move
Notify the school principal in writing if you move from the last address you have provided the school. You must notify the principal within five days of your move. If you have not moved out of your school's attendance zone, your child may continue at that school and may be entitled to transportation. If you have moved out of your school's attendance zone, in many cases your child may remain in the current school through the rest of the school year, but district transportation will not be provided. If the school discovers you have moved and have not provided notification, your child could be assigned to an alternative school or considered to be "found out of that school's attendance area." This could mean an immediate change of school for your child, and your child could be deemed ineligible for athletics and other activities.

Support School Discipline
Work with school staff members to solve discipline or other problems. You should let the school know if something has happened at home that could affect how your child behaves in school.

Provide Correct Student Pickup Information
Be aware that only people whose names and contact information are listed on the Enrollment Form may pick up a student from school during the school day. The enrolling parent should complete the Health Information Card. Identification must be shown to the office staff when someone signs out a student from school.

Pay Damages
Be prepared to pay for any damage done to School Board property by your child. If payment is not made and the amount is substantial, the principal will refer the matter to the Superintendent.

Reimburse School
Pay for lost or damaged books or other teaching materials. Failure to pay may mean no other

books or materials will be given to your child, your child will not be able to participate in extra-curricular activities or your child will be required to pay the debt through community service at the school. The principal will make those decisions.

Per School Board policy, if you cannot afford to pay for instructional materials or a fee that your child has incurred at school, you may submit a letter to the Superintendent seeking a waiver. Please consult School Board policy for the information necessary to request such a waiver.

Know School's Delivery Policies
Contact the school before delivering items for your child. Allowing deliveries to students is at the discretion of each individual school.

Comply with Cell Phone Policy
If you need to reach your child in an emergency during the school day, contact the front office. Because cell phones and all other forms of electronic communication are to be turned off and put away out of sight once students are at school, parents should not text message or phone their children during the school day.

Know CHOICE Options
If you want your child to attend a different school, visit the Office of Student Assignment and follow the CHOICE Student Assignment Plan procedures or call them at (941) 708-4971.

Know Parental Rights
Be aware that when parents are divorced or separated, both parents have full rights to participate in the child's school activities and to know what is happening at school. The non-enrolling parent will not be allowed to remove the child from school without the permission of the enrolling parent. A non-enrolling parent has the right of access to student records and information unless a court order prohibits such access.

Curricula and Instructional Materials
In accordance with 1006.28(2)(a) and 1002.20(19)(b), F.S. and School Board Policy 2520, parents have the right to learn about their minor child's course of study, to include the source of any supplemental instructional materials. Parents may request a copy of instructional materials from their child's teacher or may purchase certain materials with a written request to the school's principal. For parents who are interested in learning more about the types and nature of extracurricular activities and club offerings, please visit your school's website.

Parents or Manatee County residents who object to the purchase of specific instructional materials on the basis of moral, sexual, religious, or other perceived harms may complete a form available on the district website. The form must be submitted to the Curriculum Department within 30 days of the district adoption of the specific materials. Parents who object to specific content based on sexuality may also withdraw their minor child from those portions of the school district's required comprehensive health education instruction, with a written request to the school principal.

Classroom Transfers
An enrolling parent has the right to request his or her child be transferred to another classroom teacher. **Parents must formally submit the request in writing** and the principal or designee

shall approve or deny the transfer within 2 weeks after receiving such a request. If a request for transfer is denied, the principal or designee must notify the parent and specify the reasons for the denial. This provision does not give parents the right to choose a specific classroom teacher.

Classroom and Bus Removals

Per F.S. 1003.04, the parent of each public K-12 student must cooperate with the authority of the student's district school board, Superintendent, principal, teachers, and school bus drivers, according to F.S. 1003.31 and F.S. 1003.32, to remove the student from the classroom and the school bus and, when appropriate and available, to place the student in an alternative educational setting, if the student is disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive.

Healthcare Services

Per Florida's parental bill of rights, at the beginning of each school year, parents will be notified of all healthcare services offered at their child's school and provided with the opportunity to individually consent to or decline each service. Please visit your child's school website for further information.

SECTION III POSITIVE SCHOOL CLIMATES

SPARKING POSITIVE SCHOOL CLIMATES

A school's climate can be simply defined as the "quality and character of school life" (National School Climate Council, 2007). This simple definition is underpinned by an array of intentional activities that support integral structures, such as trusting student and adult relationships, teaching and learning, the physical environment, and the safety of all school community members.

At its core, a positive school climate includes:

- positive relationships among and between all stakeholders (students, parents, all school personnel and community partners);
- engaging, relevant academic and extracurricular activities for all students that meets their social, academic, and developmental needs;
- meaningful family and community engagement;
- training and resources to resolve conflicts peacefully and respectfully;
- support for students who are experiencing an emotional crisis, trauma, or serious challenges in their homes and communities;
- clean and well-maintained campuses that support a sense of school pride;
- orderly learning environments, allowing all stakeholders to feel physically and emotionally safe.

These tenets of a positive school climate are reflected in several initiatives that are starting throughout the School District of Manatee County under the umbrella of what we call Project Spark. Project Spark combines prevention and early intervention through our Multi-Tiered Systems of Support (MTSS), our universal life skills curricula CharacterStrong and Purposeful People, and a focus on relationship-building using Restorative Practices. Through these and other Tier One initiatives, Project Spark aims to build a more positive school experience and increase engagement for all students.

Multi-Tiered Systems of Support (MTSS)

MTSS refers to the instructional strategies, interventions, supports and resources that are used to help all students achieve academically, behaviorally, and social-emotionally. MTSS serves as the framework for organizing supports within a school and district so that the needs of the whole child are met. An effective system blends culturally responsive academic and behavior supports to create effective environments that address a range of student needs.

A three-tiered instruction and intervention framework is used to organize resources and supports to ensure student learning and educational success. The level of supports provided at each tier will match the needs of each student. Tier One is universal instruction and supports that is intended for all students. Tier Two consists of targeted and supplemental supports, designed for the estimated 20% of students who require more than universal instruction and support. Tier Three is the most intensive level and is intended for the 5-10% of students who may need more individualized support, in addition to their Tier One and Two interventions.

MTSS is a proactive approach that has the following key elements:

- Leadership
- Building Capacity/Infrastructure for Implementation
- Communication and Collaboration
- Data-Based Problem Solving
- Three-Tiered Instructional/Intervention Model
- Data Evaluation

For more information on our MTSS, please visit the School District of Manatee County's website.

CharacterStrong and Purposeful People

In October 2019, the SDMC was awarded a 5-year federal grant to help transform our MTSS system. The foundation of this initiative for addressing our students behavioral and social-emotional needs is our Tier One life skills curricula CharacterStrong (middle and high school) and Purposeful People (elementary). Together, these evidence-based programs provide Pre-K through 12th grade curricula and professional learning services that positively impact our school climates and the lives of our students and staff.

Explicit instruction using an evidence-based curriculum has been proven to be the most efficient method for the implementation of a district and schoolwide plan for social and emotional development of students. To help facilitate this initiative across all schools, the SDMC added CharacterStrong and Purposeful People to our current strategic plan with the expectation it will be delivered in all grades by 2024.

For more information on CharacterStrong and Purposeful People, please visit the School District of Manatee County's website.

Restorative Practices

Another way the SDMC is seeking to improve the quality and character of school life is by focusing on relationships and community-building. Evidence shows that when students are positively connected to their school, each other, and their teachers, they achieve better outcomes. Restorative Practices support the development of a positive classroom culture, build community,

and strengthen the connections within groups, as well as between learners and their teacher. This can be achieved through intentional and explicit instruction (using CharacterStrong and Purposeful People), as well as through the use of strategies, such as community-building circles and restorative conferences.

Multiple studies across the United States confirm the positive effects of Restorative Practices on graduation rates, social competencies, academic achievement while also reducing behaviors or activities that negatively impact student success. Outcomes of implementing Restorative Practices include reduced student suspensions and improved school climate, as well as increased engagement in the classroom. The use of Restorative Practices within our schools is being implemented in conjunction with our Tier One life skills curricula and is an integral component of our district's effort to reduce misbehavior and ultimately the use of exclusionary discipline.

For more information on Restorative Practices, please visit the School District of Manatee County's website.

SECTION IV STUDENT ATTENDANCE

Florida Compulsory School Law (F.S. 1003.21) states all children who are either six years of age (or who will be six years old by February 1 of any school year), but who have not attained the age of 16 must attend school regularly during the entire school term. Students between 16 and 18 are also within compulsory attendance age, unless a formal Declaration of Intent to Terminate School Enrollment has been completed and signed by the parent and an exit interview is conducted at the school.

a. You are expected to be on time and in school for the entire student day, each school day.

b. On the day of your absence, a parent or guardian should call the school to explain the absence. The absence will be excused if it meets the criteria outlined below. The parent or guardian must contact the school within 48 hours of the absence or appropriate documentation is required within 5 days. If this contact is not made, the absence will be recorded as unexcused.

c. If you are continually sick and repeatedly absent from school, you must be under the supervision of a physician in order to be excused from attendance. Excessive absences will lead to a parent conference, referral to the District's Child Study Team, referral for social work services, referral to Truancy Court, and the involvement of the State Attorney. Parents who fail or refuse to cooperate with the school in the matter of regular school attendance for their child may be prosecuted for truancy by the State Attorney's Office.

FREQUENTLY ASKED QUESTIONS:

Q: What is an excused absence?

A: An absence can be excused for the following reasons:

a. You are ill or injured.
b. Major illness in your immediate family (this means parents, brothers, sisters, Grandparents, or others living in the home or who are close relatives).
c. Death in your immediate family
d. Religious instruction in your faith - requires note from your parent before the absence.
e. Subpoena or forced absence by any law enforcement agency. A copy of the subpoena or summons must be given to the principal or designee. This includes detention at a juvenile center in which you continue your education.
f. A major disaster as decided by the administration.
g. Any absences, including those for field trips, participation in another academic class or program, or other parental requests as judged appropriate by the principal, provided the request is submitted to the principal forty-eight (48) hours in advance of the absence. A principal may waive the requirement for advance notice if extenuating circumstances exist.
h. A documented appointment with a doctor, dentist, or other medical or legal professional.
i. An occurrence of head lice, with a maximum of two excused days.

Q: How many excused absences can I have?

A: You are allowed nine excused absences. Your parent may excuse nine absences per year. When you have reached your limit, official documentation is then required for every additional absence.

Q: What if I have used all of my excused absences and a family emergency occurs?

A: You must provide appropriate documentation to the school principal or designee for approval. These will be recorded as excused absences.

Q: How can I make up work when I am absent?

A: After an excused absence, you must arrange with your teacher for any make-up work. You have the same number of days you were absent to make up your work. This rule does not apply to some long-term assignments. (A long-term assignment is when a student has 10 or more days to complete the work.) These long-term assignments will be due on the specified date unless excused in writing by the teacher or principal. It is your responsibility to make these arrangements and to submit the make-up work within the deadlines set by the teacher(s). You do not have the right to make up work if your absence was unexcused.

Q. I am going to be absent for semester exams. May I take my exams early?

A: Semester exams may not be given early. You may take your semester exams upon your return to school.

Q: What is an unexcused absence?

A: Anything that does not meet the criteria of an excused absence is considered unexcused. (Please refer to Excused Absences Section.)

Q: How many unexcused absences can I have?

A. In Manatee County, state law requires the regular attendance of children between the ages of 6 and 18 and makes parents and legal guardians legally responsible for seeing that their

children attend school. Family vacations during scheduled school time are considered unexcused absences. If you have accumulated a total of 5 unexcused absences in one month or 10 unexcused/unexplained absences in a 90-day period, your child's school will send a letter to the address listed on school records, in an attempt to ensure parent(s)/guardian(s) are aware of any developing attendance issues. Fifteen unexcused absences in a 90-day period may result in a referral for truancy court action. The District Truancy Department will send a 3-Day Demand Notice by U.S. Mail to the address listed on school records in the event of excessive consecutive unexcused/unexplained absences.

Q: What happens if I am late for school?

A: If you arrive at school late for any reason, you must report to the office and receive a tardy admit slip. The tardy will be deemed as excused or unexcused. You are expected to be in school at the start of the school day, every day.

Q: What is an excused tardy?

A: An excused tardy is when you are late for school due to sickness, injury, death in your family, medical or dental appointments with a note from the physician, school sponsored activities, court date, or other reason approved by the school principal. For elementary students, parents must accompany the student to the office when they are tardy.

Q: What is an unexcused tardy?

A: An unexcused tardy is when you are late to school due to, but not limited to, oversleeping, missing the school bus, shopping trips, pleasure trips, or excessive tardiness due to illness without a physician's verification that the medical condition justifies your tardiness. If an elementary student arrives late and comes into the office unaccompanied by an adult, he or she will receive an unexcused tardy.

Q: May I leave school early in the school day?

A: You are expected to be in school for the full day. However, if you must leave school early, you must go to the office and receive permission for early release. Parents of elementary and middle school students must report to the office to pick up their child. High school students aged 16 or older may sign themselves out early with parent permission, following the school sign-out procedures. You cannot leave your school campus for lunch or other unexcused personal reasons at any point during the school day.

Q: What are excused reasons for leaving school early?

A: Excused reasons for early dismissal follow the same guidelines as excused absences. They include: illness or injury, major illness or death in your immediate family, subpoena or forced absence by a law enforcement agency, a major disaster, a documented appointment with a doctor or dentist, discovery of head lice, participation in another academic class or program, or other parental requests as judged appropriate by the principal.

Q: What happens if I leave school early for unexcused reasons?

A: Numerous early dismissals are unacceptable and unfair to the other students whose

instruction is interrupted each time a student leaves early. Individual schools may develop school-based consequences for unexcused early dismissal students.

Q: How does my school attendance affect my privilege to drive?

A: You will lose your driver's license, or privilege of applying for any driver's license, if you are not enrolled in or do not attend school regularly.

NOTE: Students who are withdrawn as dropouts or who have accumulated 15 unexcused absences in 90 calendar days will lose the privilege to apply for or hold a Florida Driver's License. Students who have lost the privilege must subsequently accumulate 30 consecutive SCHOOL days with no unexcused absences in order to receive a Reinstatement of Driving Privilege form. If you need further information regarding this issue, please contact the District Truancy Office at 751-6550, extension 43091.

Q. Does my attendance affect my participation in athletics or extracurricular activities?

A. If you are not present for more than half of the school day on the day of an event, due to any undocumented absence, you may not participate in the athletic or extracurricular event. If you are suspended from school, you may not participate in any school-related function.

SECTION V STUDENT DISCIPLINE

The School District of Manatee County recognizes that a safe, orderly, and supportive learning environment is the result of caring relationships and quality instruction. It is the responsibility of the district to help foster such environments by implementing clear, appropriate, fair, and consistent expectations and consequences for all schools and classroom teachers to construct and carry out their behavior support plans. For these plans to be optimally effective, schools and classrooms must in turn, have the latitude to work within established guidelines to create positive behavioral intervention systems which support the unique needs of their students, families, and communities. Our philosophy of discipline in the School District of Manatee County is rooted in the development of positive relationships with our students and families. We believe that students should have a chance to learn from their mistakes and the opportunity to restore any damaged relationships with peers and adults. Our discipline practices encompass preventative and early intervention measures that seek to strengthen relationships and build positive communities, so that misbehavior is less likely to occur or continue.

MISCONDUCT THAT REQUIRES SPECIFIC CONSEQUENCES

Acts that require specific consequences include the following:

- Possession or Use of Illegal Drugs or Alcoholic Beverages
- Possession or Use of Tobacco Products
- Bullying or Harassment
- Dating Violence and Abuse
- Threats Against Schools
- Chemical or Biological Attacks or Threats

- Possession of Guns, Weapons, or Dangerous Objects
- Gang Activity
- Violent Acts Resulting in Serious Injury
- Making False Accusations or Reports

Drugs and Alcoholic Beverages

Use of a drug authorized by a medical prescription from a registered physician for a specific student shall not be considered a violation of this rule. However, all procedures found in the School District of Manatee County's medication policy must be followed.

You shall not knowingly possess, use, transmit or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, any other controlled or synthetic substance defined in F.S. 893.03, or substitute for such, hemp, Cannabidiol (CBD), alcoholic beverage (including powdered alcohol), inhalant or intoxicant, or over the counter drugs of any kind. This applies to you on the school grounds before, during, or after school hours, or off the school grounds on a school bus, bus stop, at a school activity, function, or event. Also, you shall not possess, have under your control, sell or deliver any device, or contrivance, instrument or paraphernalia containing the substance or substances described in this paragraph, or any residue of such substance, or devices intended for use or used in injecting, inhaling/huffing, smoking, administering, or using any of the foregoing prescribed drugs, narcotics or stimulants.

Possession, Use, Under the Influence

For substances that are not considered over-the-counter, the first offense for possession, use, or under the influence will result in up to a ten (10) day suspension. The principal or designee may offer to reduce your suspension to 5 days providing you and a parent or guardian attend and complete the district's SAFE (Substance Abuse and Family Education) Program. For a second offense of possession, use, or under the influence, you will be automatically suspended for up to 10 days and a recommendation for expulsion or reassignment to an alternative placement may be made to the Superintendent or designee.

Selling, Purchasing, Providing, Distributing, & Receiving

If you buy, sell, trade, provide, negotiate, receive, or engage in any drug or alcohol-related transaction at school, at a school activity, at a school bus stop or on a school bus - even if the sale or purchase does not actually take place - you will be suspended for up to 10 days and a recommendation for expulsion or reassignment to an alternative placement will be made to the Superintendent or designee. Providing or receiving Over The Counter drugs to other students may be considered a Level 2 infraction for endangerment, while providing others with medication prescribed to you (or others) may be considered a Level 4 offense that is subject to a suspension of up to 10 days.

Fake Drugs

If you are caught possessing or distributing a substance that is represented to be an illegal drug you may be suspended for up to 10 days or recommended for a disciplinary reassignment to another school or program.

Possession or Use of Tobacco

Possession or use of tobacco by minors is illegal. If you are caught smoking or in possession of tobacco, the School Resource Officer or other law enforcement officer may give you a written citation. In addition to possible fines, if you are caught using or possessing any form of tobacco, including electronic cigarettes at school, at any school-sponsored activity, at a school bus stop or on the school bus, you will receive a disciplinary consequence. Tobacco or nicotine products include cigars, cigarettes, dip, snuff, dissolvable tobacco products (e.g. gum, mints, or dissolvable strips) and electronic smoking devices. **Additionally, any electronic smoking device is subject to field-testing for illicit substances and may be <u>permanently</u> confiscated.**

Drug and Alcohol Offenses			
Over the Counter Drugs and Medications			
	1st Offense	**2nd Offense**	**Subsequent Offenses**
Possession	Level 1	Level 2	Level 3
Misuse	Level 2	Level 3	Level 4
Providing or Receiving	Level 2	Level 3	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*
Prescription Drugs (prescribed to the student)			
Possession	Level 2	Level 3†	Level 4
Misuse	Level 3†	Level 4	Level 4
Providing or Receiving	Level 4	Level 4*	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*
Illegal and Illicit Drugs			
Possession	Level 3†	Level 4*	Level 4*
Use or under the influence	Level 3†	Level 4*	Level 4*
Providing or Receiving	Level 4*	Level 4*	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*
Alcohol			
Possession	Level 3†	Level 4*	Level 4*
Use or under the influence	Level 3†	Level 4*	Level 4*
Providing or Receiving	Level 4*	Level 4*	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*

*** Student is automatically suspended for up to 10 days and reassigned to an alternative program**

† Student is offered the SAFE program to assist with any substance use issue

Bullying and Harassment

Conduct that constitutes bullying or harassment, as defined below, is prohibited.

Bullying is the mistreatment of an individual or group characterized by a willful intent to cause harm and a perceived advantage in power. These acts can be socially, emotionally, or physically damaging in nature, to include, but not limited to: teasing, name calling, rumor spreading, exclusion, intimidation, threats, damaging personal property, stealing, public or private humiliation, stalking, pushing, shoving, or other physical attacks, and sexual, religious, or racial/ethnic harassment. Harassment involves any threatening, insulting, or dehumanizing act or gesture, which places an individual in reasonable fear of harm to his or her person or damage to his or her property; has the effect of substantially interfering with an individual's educational performance, opportunities, or benefits; or has the effect of substantially disrupting the orderly operation of a school or activity.

Both bullying and harassment are prohibited at school, during school-related activities (whether on or off campus), on the school bus, at school bus stops, and through the use of computers or other electronic devices, which is known as cyberbullying. Cyberbullying and harassment are also prohibited through off-campus Internet posting, phone calls, or text messaging - if such behavior disrupts the orderly environment of any district school or activity or interferes with the educational opportunities of others.

If you engage in bullying or harassment, the consequences and appropriate remedial action may range from positive behavioral interventions up to and including suspension, reassignment to an alternative program, and expulsion. More severe or persistent infractions will result in more intensive interventions and administrative actions. Additionally, the appropriate school administrator or designee will report to the victim's parents any incident of bullying or harassment once an investigation of an incident has been initiated. Bullying should be reported to the appropriate school administrator or through the School District of Manatee County's anonymous reporting system.

Hazing

Hazing is defined by F.S. 1006.135 as any action or situation that endangers the mental or physical health or safety of a student at a school with any of grades 6 through 12 for purposes of initiation or admission into or affiliation with any school-sanctioned organization. Hazing includes, but is not limited to:

(a) pressuring, coercing, or forcing a student to:
1. Violate state or federal law
2. Consume any food, liquor, drug, or other substance; or
3. Participate in physical activity that could adversely affect the health or safety of the student.

(b) any brutality of a physical nature, such as whipping, beating, branding, or exposure to the elements.

Dating Violence or Abuse

Conduct that constitutes dating violence and abuse as defined below is prohibited. Dating violence is a pattern of verbal, physical, emotional, or sexual violence or abuse used by one person in a current or past relationship to exert power and control over the other person. Abuse may include insults, coercion, social sabotage, sexual harassment, threats or acts of physical or sexual abuse. The abusive partner uses this pattern of violent or coercive behavior to gain power and maintain control over the other person.

School employees are required to report to the principal or designee suspected cases of dating violence or abuse. Students should report suspected cases of dating violence or abuse to the principal or designee and may do so anonymously. Student victims should report any incidents of dating violence or abuse to the principal or designee as soon after it occurs as possible.

The principal or designee will immediately conduct an investigation of the allegation and proceed under paragraph L. PROCEDURES FOR SUSPENSION AND EXPULSION. If the principal or designee determines a student is guilty of dating violence or abuse, the student will be suspended from school for up to 10 days and may, where appropriate, be recommended for assignment to another school or program as an accommodation for the victim. Suspected criminal conduct will be reported to law enforcement.

The District Health Education Curriculum for grades 7-12 will include a component on teen dating violence and abuse, with emphasis on prevention education.

Threats Against Schools

If you are involved in making a destructive device, fake destructive device, or planning the use of such a device, either at school, or at a school activity, or while you are at school or at a school activity, you will be suspended for up to 10 days, recommended for expulsion, and reported to law enforcement for prosecution. The same actions will be taken if you make a threat by any means against the school, school property, school personnel, or students, regardless of any disruption on campus or any school-related function. This includes direct, veiled, or implied threats communicated verbally, in writing, or through social media platforms. If you make any such threat, you will be referred to your school's threat assessment team. This team is charged with helping to ensure the safety of all persons in your school and will take steps that may include interviews with friends, teachers, staff, parents, or employers regarding any concerns they may have. The threat assessment team is also responsible for making referrals for mental health services and to law enforcement for continued investigation, if you pose a concern or threat to the school or any member of the school community.

Reporting Threats or Suspicious Activity

Students, parents, staff, or any individual may report threats, or any concerning behaviors exhibited by a member of our school community. All persons are strongly encouraged to be vigilant of potential signals, warning signs, and threats and to not hesitate in reporting their concerns immediately. This is particularly true of online or social media posts. FortifyFL is an app specifically designed by the State of Florida to assist in reporting suspicious or concerning behavior, which may be downloaded to your mobile device for immediate reporting.

NOTE: If you make a threat or false report - to include a bomb threat, bomb threat hoax, or a knowingly false report - concerning the use of a destructive device or firearm in a violent manner, as defined by F.S. 790.162 and 790.163, involving a school or school personnel's property, school transportation, or a school-sponsored activity, you may be expelled (with or without continuing education services) from your regular school for a period of not less than one full year, as well as referred for criminal prosecution and mental health services identified by the school district, pursuant to F.S. 1012.584(4) for evaluation or treatment, when appropriate (1006.07 (2) (l) F.S.). The Superintendent may consider the expulsion requirement on a case-by-case basis and request the School Board to modify the requirement by assigning you to a disciplinary program, if it is determined to be in the best interest of you and the school system. Commission of either of these offenses is a second-degree felony, punishable by up to 15 years imprisonment and a $10,000 fine. The School Board must maintain a policy for all threats to commit violence or harm. Even threats made in jest or in exaggeration must be treated as serious and may subject you to suspension, reassignment, or expulsion. If you make a threat of violence, the school administration will assess the situation and where appropriate, take administrative action.

Violent Acts

If you violently attack a School Board employee or any other person or act as a decoy in a violent attack at school, a school function, on the bus or at a bus stop, you will be suspended from school for up to 10 days and may face a recommendation for expulsion or reassignment to an alternative program. If you are charged with violently attacking another person somewhere else other than school, you may be removed from the general education program and administratively assigned to another program if your principal believes your presence on campus may be disruptive or pose a concern for the safety of students or staff.

Possession of Firearms and Weapons

According to Florida Statute 790.115(2)(a) students will not possess any firearm, destructive device, or other weapon as defined in F.S. 790.001(13) and/or listed under Category A (below). Federal and state laws require you be expelled from school, with or without continuing educational services, for a period of not less than one full year, referred to mental health services identified by the school district, pursuant to F.S. 1012.584(4), and referred for criminal prosecution if you bring a firearm or a weapon to school, to any school function, or onto any school sponsored transportation, or if you possess a firearm or weapon at school. Expulsion is required, even if you brought the firearm or weapon for self-defense. The School Board may assign you to a disciplinary program for the purpose of continuing educational services during the period of expulsion. The Superintendent may consider the expulsion requirement on a case-by-case basis and request the School Board to modify the requirement by assigning you to a disciplinary program or other appropriate consequence, if it is determined to be in the best interest of you and the school system.

NOTE: Per F.S. 790.115, the School District of Manatee County strictly prohibits any firearms from being stored in student vehicles parked on any school grounds or at any school-sponsored event. Your principal may give you written permission to possess a gun or weapon while on campus or at a school function when the gun or weapon is part of the curriculum of the school. An example of this is when a gun or rifle may be part of JROTC drill and firing ranges. If you bring weapon-like contraband to school, to any school function, or onto any school sponsored transportation, or if you use any non-weapon as a weapon to threaten or injure others, you may be suspended for up to 10 days and possibly recommended for alternative placement, expulsion, and referred for criminal prosecution.

WEAPONS AND FIREARMS
Category A

Mandatory Alternative Placement or Expulsion
F.S. 1006.13 and F.S. 790.001(6)(13)

a. Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
b. The frame or receiver of any such weapon described above;
c. Any firearm muffler or firearm silencer;
d. Any machine gun;
e. Any destructive device as defined by F.S. 790.001(4) including but not limited to bomb, grenade, mine, rocket, missile, pipe bomb, or similar device containing an explosive, incendiary, or poison gas;
f. Any type of weapon which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive and which has a barrel with a bore of ½ inch or more in diameter;
g. Knife or dirk (excluding common pocket knife, plastic knife and blunt bladed table knife);
h. Metallic or other knuckles;
i. Slungshot - a striking weapon consisting of weight or other hard object affixed on a flexible handle or strap;
j. Billy club;
k. Flare gun;
l. Tear gas gun, except a self-defense chemical spray carried solely for the purpose of self-defense in a compact size and containing not more than 2 ounces of chemical.
m. Chemical weapon or device or any other deadly weapon.
n. Electric weapon or device.

WEAPON-LIKE CONTRABAND
Category B

Suspension or Alternative Placement or Expulsion
F.S. 1006.13 and F.S. 790.001(6)(13)

a. Slingshot;
b. Fireworks;
c. Razorblade/razor;
d. Any knife or bladed instrument not covered in Category A;
e. Non-weapons used as weapons: A student using as a weapon any article or substance not normally considered to be a weapon (including but not limited to rocks, pens, pencils, lasers, chains, lumber, screwdriver, etc.) or facsimile (toy or otherwise) but which is used by a student as a weapon to intimidate, threaten, coerce or injure another individual shall be suspended and may be recommended for expulsion.
f. Any replica or facsimile of any item listed in Categories A or B, including toys, souvenirs, antiques, broken, or inoperable weapons, including but not limited to bb guns, pellet guns, paint guns, squirt guns, regardless of how they are used or displayed.
g. Ammunition and any component thereof, including but not limited to bullets, shotgun shells, bullet casings, magazines, or clips.

In addition to the administrative actions listed in the Code of Student Conduct, possession of weapon-like contraband by any student while the student is on school property or in attendance at a school function may also result in criminal prosecution (F.S. 790.115).

Gang Activity

No student shall commit any act which promotes gangs or gang-related activities. A criminal street gang is a formal or informal organization or group that has as one of its primary activities the commission of criminal or delinquent acts and consists of three or more persons who have a common name or common identifying signs or symbols and have one or more members who engage in a pattern of criminal street gang activity. Conduct prohibited by this policy includes but is not limited to the following:

a. Wearing, possessing, using, distributing, displaying, or selling any clothing, jewelry, emblems, badges, symbols, signs or other items which may be evidence of membership or affiliation in any gang.
b. Communicating either verbally or non-verbally (gestures, handshakes, slogans, drawings, etc.) to convey membership or affiliation in a gang.
c. Soliciting others for gang membership.
d. Tagging, or otherwise defacing school or personal property with gang or gang-related symbols or slogans.
e. Requiring payment of protection, insurance, or otherwise intimidating or threatening any person related to gang activity.
f. Inciting other students to intimidate or to act with physical violence upon any other person related to gang activity.
g. If you commit any gang-related activity while at school, a school activity, school bus stop, or on a school bus, you will be suspended from school for up to 10 days. If you commit a second gang- related activity while under the jurisdiction of the school district that can be documented by law enforcement, you may be assigned to an alternative program or face expulsion.

"Sexting"

If while under the jurisdiction of the school district you post, send or forward to anyone else a nude or sexually revealing images of a person through the Internet or text message, or if you show such images to other people, you may be suspended from school and possibly be recommended for reassignment or expulsion. You may also be subject to arrest for violation of child pornography laws if the student in the photo is a minor. If you are found to have sent any such images or messages to other members of the school community regardless of time or location, you still may be subject to school-based consequences under Florida cyberbullying and harassment laws (F.S. 1006.147).

Making False Accusations

If you intentionally make false accusations that jeopardize the professional reputation, employment or professional certification of a teacher or other member of the school staff, you will be suspended for up to 10 days and may be recommended for assignment to an alternative school or for expulsion.

MISCONDUCT THAT MAY RESULT IN DISCIPLINE

You are expected to behave during the time you are at school, at school activities, at the school bus stop and on the school bus. You may be disciplined if you do anything during those times or attempt to do anything that violates a school rule or that may:

- Hurt, harass or threaten others,
- Damage property,
- Disrupt class, school or a school activity,
- Be dishonest or
- Violate a criminal law or state statute.

You may be subject to disciplinary action even if your conduct occurs off campus but is connected to activities or incidents that occurred on campus or at a school activity, or conduct that, regardless of where it occurs, is directed at a Board official or employee, or the property of such official or employee.

Discipline Matrix for Schools

The discipline matrix is a tool that helps ensure a consistent and progressive response to discipline across all SDMC schools. In the 2018-2019 school year, the SDMC introduced a discipline matrix for both middle and high schools. Beginning with the 2021-2022 school year, the district adopted separate matrices for grades PK-2 and grades 3-5 at the elementary level.

The below incident codes and corresponding types of offenses represent the different types of infractions found in our FOCUS student information system. These larger infraction headings encompass the full range of student misconduct and include more specific behaviors (such as cutting in the lunch line or using profanity). **Each offense may be met with a range of appropriate consequences that escalate with each successive infraction of that offense. The matrix does not necessarily call for every intervention or consequence listed, but rather reflects a range of appropriate possibilities, considering any mitigating factors. All Office Discipline Referrals are also met with a phone call home to your parent(s), in addition to any consequences outlined in the matrix.**

Once the type of offense is located on the left-hand side of the matrix, simply follow that row to the right to see which consequences and interventions are considered appropriate for the number of times that specific offense has been repeated. You may use the key below for proper identification of the specific types of administrative action found on the matrix.

Action Code	**Administrative Action Type**	Action Code	**Administrative Action Type**
ASD	After School Detention	LDT	Lunch Detention
ALT	Alternative Placement Referral	S	Other SESIR Defined
AOS	Alternative to OSS	OSS	Out of School Suspension
AWD	Assign Work Detail	PCN	Parent Conference
BSD	Before School Detention	PPH*	Parent(s) Phoned
BCM	Behavior Contract Made	PWR	Parent(s) Written
CUP	Clean Up – Vandalism	PMD	Peer Mediation
CMS	Community Service	RGU	Referred to Guidance
CFS	Confiscation	RLW	Referred to Law Enforcement
CFR	Conflict Resolution (includes NCO)	RTI	Response to Intervention (MTSS)
CAW	Counseled and Warned	RES	Restitution
DIS	Other District Defined (such as contracts, intervention courses)	SPH	Susp. Extended, Pending Hearing
EXS	Extra School	ISC	Susp. Until Parent Conf. – ISS
FIN	Fine Charged	OSC	Susp. Until Parent Conf. – OSS
ISS	In-School Suspension	SBS	Suspended from Bus
LOA	Letter of Apology	TMO	Time Out
LPP	Loss of Parking Privileges	Zero	Student receives no grade for work
LOP	Loss of Privileges		

* All Office Discipline Referrals are to be met with attempted telephone contact with the enrolling parent

SDMC Elementary School Discipline Matrix – Grades PK-2

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	No Referral – work with parents to resolve attendance issues				
DB	Disruptive Behavior	CAW	LOP, PWR, TMO	PCN, LOP, ISS, RGU, TMO	LDT, LOP, PCN, RTI 1 Day ISS	LOP, PCN, RTI, 1 Day ISS
DC	Dress Code Violation	No referral – work with parents to resolve any issues regarding appropriate attire				
DO	Disrespect Towards Others	CAW, LOA	LOA, LOP	CFR, LOA, LOP, PWR, RGU	CFR, LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
FS	Failure to Serve Consequence	CAW	LOP, PWR	LOP, PCN	LDT, LOP, PCN, RTI	LOP, PCN, RTI, 1 Day ISS
HP	Horseplay	CAW	CAW, LOP	LOP, PWR, RGU, TMO	LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
ID	Identification Infraction	No Referral – Parents must pay for lost or replacement ID badges				
IN	Inappropriate Behavior (Minor)	CAW	LOP	LOP, PWR, RGU, TMO	LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
MV	Medication Policy Violation	CAW	LOP, PWR, PCN	LOP, PCN	LDT, LOP, PCN, RTI	LOP, PCN, RTI, 1 Day ISS
TA	Tardies, Habitual	-	-	-	-	-
TE	Technology – Inappropriate or Unauthorized Use	CAW	LOP, PWR	LOP, PCN	LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
LEVEL 2 OFFENSES						
AN	Aggression, Non-Physical	CAW, CFR, LOA, TMO	CFR, LOA, LOP, PWR, RGU, TMO	LOP, PCN, RGU, RTI, 1 Day ISS,	LOP, PCN, RTI, 1-2 Days ISS,	1 Day OSS, LOP, PCN, ALT
BL	Bullying, Non-SESIR	CAW, CFR, LOA, TMO	CFR, LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RTI, 1-2 days ISS	BCM, DIS, LOP, PCN, 1 Day OSS	ALT, LOP, 1-2 Days OSS
CH	Cheating	LOP, Zero,	LOP, PWR, Zero,	LOP, PCN, PWR, RGU, TMO, Zero	LDT, LOP, PCN, RTI, TMO, Zero,	LOP, PCN, Zero, 1 Day ISS
CO	Contraband, Possession	CAW, CFS, LOP,	CFS, LOP, PWR, RGU, TMO	CFS, LOP, PCN, RGU, TMO	CFS, LOP, PCN, RTI, 1 Day ISS	ALT, CFS, LOP, PCN, RTI, 1 Day ISS
DF	Defiance	CAW, LOA, LOP	LOA, LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
DA	Disrespect towards Staff or Authority	CAW, LOA, LOP	LOA, LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
EC	Electronic Cigarette Possession	CFS, PCN, RLW	CFS, PCN, RLW, RTI, 1 Day ISS	CFS, PCN, RLW, RTI, 1 Day OSS	Contact DCF	-
EN	Endangerment	CAW, LOA, LOP	LOP, PWR, RGU, TMO	LOP, PCN, RGU, RTI, TMO	LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
IN	Inappropriate Behavior (Major)	CAW, LOP, TMO	LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
HA	Harassment, Non-SESIR	CAW, LOP, TMO	LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
LC	Leaving Campus Without Authorization	CAW, LOP	LOP, PCN, RTI, TMO	LOP, PCN, RTI, TMO, 1 Day ISS	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
***TBC**	SESIR Tobacco Possession or Use	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
TF	Theft / Larceny (Under $750)	CAW, LOA, LOP, RES	LOA, LOP, PWR, RES, RGU, RLW, TMO	LOP, PCN, RES, RGU, RLW, RTI, TMO	DIS, LOP, PCN, RES, RTI, RLW, 1 Day ISS	ALT, LOP, PCN, RES, RLW, RTI, 2 Days ISS
VN	Vandalism (Under $1,000)	CAW, LOA, LOP	LOA, LOP, PWR, RES, RGU, RLW, TMO	LOP, PCN, RES, RLW, RTI, TMO	DIS, LOP, PCN, RES, RTI, RLW, 1 Day ISS	ALT, LOP, PCN, RES, RLW, RTI, 2 Days ISS
LEVEL 3 OFFENSES						
Due to age considerations, the PK-2 Matrix does not include SESIR incidents. Please refer to the Grade 3-5 Matrix, if you determine behavior from a PK-2 student qualifies as a SESIR incident.						
AG	Aggression, Physical	CAW, CFR, LOA, TMO	CFR, LOA, LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Days OSS,	ALT, LOP, PCN, 1-2 Days OSS
***ALC**	SESIR Alcohol Possession, Use, or Distribution	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
***BUL**	SESIR Bullying	See Grades 3-5 Matrix	-	-	-	-
CS	Contraband, Sale	CAW, CFS, LOP, PWR	CFS, LOP, PNC, RGU, TMO	CFS, LOP, PCN, RTI, 1 Day ISS	CFS, DIS, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, DIS, LOP, PCN, RTI, 1-2 Days OSS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
DV	Dating Violence or Abuse	See Grades 3-5 Matrix	-	-	-	-
***DRU**	SESIR Drug Possession or Use	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
FT	Fighting, Non-SESIR	CAW, CFR, LOA, TMO	CFR, LOA, LOP, PWR, RGU, 1 Day ISS	DIS, LOP, PCN, RTI, 1 Days OSS,	ALT, LOP, PCN, 1-2 Days OSS	-
GN	Gang-Related Activity	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
***HAR**	SESIR Harassment	See Grades 3-5 Matrix	-	-	-	-
***HAZ**	SESIR Hazing	See Grades 3-5 Matrix	-	-	-	-
OS	Other Serious Misconduct	LOP, PWR, TMO	LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Days OSS,	ALT, LOP, PCN, 1-2 Days OSS
***STL**	SESIR Theft/Larceny ($750 or More)	See Grades 3-5 Matrix	-	-	-	-
SX	Sexting	See Grades 3-5 Matrix	-	-	-	-
***SXH**	SESIR Sexual Harassment	See Grades 3-5 Matrix	-	-	-	-
***SXO**	SESIR Sexual Other	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
***TRS**	SESIR Trespassing	See Grades 3-5 Matrix	-	-	-	-
***VAN**	SESIR Vandalism	See Grades 3-5 Matrix	-	-	-	-

LEVEL 4 OFFENSES

Due to age considerations, the PK-2 Matrix does not include SESIR incidents. Please refer to the Grade 3-5 Matrix, if you determine behavior from a PK-2 student qualifies as a SESIR incident

***ARS**	SESIR Arson	See Grades 3-5 Matrix	-	-	-	-
***BAT**	SESIR Battery	See Grades 3-5 Matrix	-	-	-	-
***DOC**	SESIR Disruption on Campus	See Grades 3-5 Matrix	-	-	-	-
***DRD**	SESIR Drug Distribution	See Grades 3-5 Matrix & Contact DCF	-	-	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
FA	False Accusation	LOP, PCN, PWR, 1 Day ISS	LOP, PCN, RGU, RTI, 1-2 Days ISS	ALT, PCN, 1-2 Days OSS	-	-
***FIT**	SESIR Fighting	See Grades 3-5 Matrix	-	-	-	-
***OMC**	SESIR Other Major	See Grades 3-5 Matrix	-	-	-	-
***PHA**	SESIR Physical Attack	See Grades 3-5 Matrix	-	-	-	-
***ROB**	SESIR Robbery	See Grades 3-5 Matrix	-	-	-	-
***SXA**	SESIR Sexual Assault	See Grades 3-5 Matrix	-	-	-	-
***SXB**	SESIR Sexual Battery	See Grades 3-5 Matrix	-	-	-	-
***TRE**	SESIR Threat	See Grades 3-5 Matrix	-	-	-	-
WC	**Weapon-Like Contraband**	CAW, CFS, LOP, PWR, RGU, RLW	CFS, DIS, LOP, PNC, RGU, RTI, 1 Day ISS	ALT, CFS, DIS, LOP, PNC, RTI, 1-2 Days OSS	-	-
***WPO**	SESIR Weapon Possession or Use	See Grades 3-5 Matrix	-	-	-	-

SDMC Elementary School Discipline Matrix – Grades 3-5

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	CAW, LOP	LOP, TMO	No referral for arriving late to campus– work with parents to resolve attendance issues		
DB	Disruptive Behavior	CAW, TMO	LOP, PWR, RGU, TMO, 1 Day ISS	LOP, PCN, RGU, RTI, 1-2 Days ISS	LDT, LOP, PCN, RTI, 1 Day OSS	LOP, PCN, RTI, 1-2 Days OSS
DC	Dress Code Violation	No referral – work with parents to resolve any issues regarding appropriate attire				
DO	Disrespect Towards Others	CAW, LOA	CFR, LOA, LOP, PMD, TMO	CFR, LOP, PMD, PWR, RGU, TMO, 1 Day ISS	CFR, LDT, LOP, PCN, PMD, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1-2 Days OSS
FS	Failure to Serve Consequence	CAW	ASD, BSD, LDT, LOP	ASD, BSD, LDT, LOP, PCN, 1 Day ISS	ASD, BSD, LDT, LOP, PCN, RTI, 1-2 Days ISS	LDT, LOP, PCN, RTI, 2-3 Days ISS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
HP	Horseplay	CAW	CAW, LOP, RGU, TMO	LDT, LOP, PWR, RGU, RTI, TMO	LDT, LOP, PCN, RTI, 1 Day ISS	LDT, LOP, PCN, RTI, 1-2 Days ISS
ID	Identification Infraction	No Referral – Parents must pay for lost or replacement ID badges				
IN	Inappropriate Behavior (Minor)	CAW	LDT, LOP, TMO	LDT, LOP, PWR, RGU, RTI, 1 Day ISS	LDT, LOP, PCN, RTI, 1-2 Days ISS	LDT, LOP, PCN, RTI, 1 Day OSS
MV	Medication Policy Violation	CAW, PWR	LOP, PWR, PCN	LDT, LOP, PCN, RTI	LDT, LOP, PCN, RTI, 1 Day ISS	LDT, LOP, PCN, RTI, 1-2 Days ISS
TA	Tardies, Habitual	-	-	-	-	-
TE	Technology – Inappropriate or Unauthorized Use	CAW, CFS	LOP, PWR, CFS, TMO	CFS, LDT, LOP, PCN, TMO	CFS, LDT, LOP, PCN, RTI, 1 Day ISS	CFS, LOP, LDT, PCN, RTI, 1-2 Days ISS
LEVEL 2 OFFENSES						
AN	Aggression, Non-Physical	CAW, CFR, LOA, PMD, TMO	CFR, LDT, LOA, LOP, PMD, PWR, RGU, 1 Day ISS	LDT, LOP, PCN, PMD, RGU, RTI, 1-2 Days ISS,	DIS, LOP, PCN, RTI, 1 Day OSS,	ALT, LOP, PCN, ALT, 1-2 Days OSS
BL	Bullying, Non-SESIR	CAW, CFR, LOA, TMO	CFR, LDT, LOP, RGU,1-2 Days ISS	BCM, DIS, LOP, PCN, RTI, 1 Day OSS	ALT, BCM, DIS, LOP, PCN, RTI, 1-2 Days OSS	ALT, LOP, 1-3 Days OSS
CH	Cheating	LOP, TMO, Zero,	LDT, LOP, PWR, RGU, Zero, 1 Day ISS	LDT, LOP, PCN, RTI, Zero, 1-2 Days ISS	LDT, LOP, PCN, RTI, Zero, 1 Day OSS	LOP, PCN, Zero, 1-2 Days OSS
CO	Contraband, Possession	CAW, CFS, LOP, TMO	CFS, LOP, PCN, RGU, 1 Day ISS	CFS, LDT, LOP, PCN, RTI, 1-2 Days ISS	CFS, DIS, LDT, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, LOP, PCN, 1-2 Days OSS
DF	Defiance	CAW, LOA, LOP, TMO	LDT, LOA, LOP, PWR, RGU, 1 Day ISS	BCM, LDT, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
DA	Disrespect towards Staff or Authority	CAW, LOA, LOP	LDT, LOA, LOP, PWR, RGU, TMO	BCM, LDT, LOP, PCN, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
EC	Electronic Cigarette Possession	CFS, DIS, PWR, RLW, 1 Day ISS	CFS, PCN, RLW, RTI, 1-2 Days ISS	CFS, PCN, RLW, RTI, 1 Day OSS	CFS, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	ALT, 1-3 Days OSS, Contact DCF
EN	Endangerment	CAW, LOA, LOP, TMO	LDT, LOP, PWR, RGU, 1 Day ISS	BCM, LDT, LOP, PCN, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
IN	Inappropriate Behavior (Major)	CAW, LOP, TMO, 1 Day ISS	LDT, LOP, PWR, RGU, TMO, 1-2 Days ISS	BCM, LDT, LOP, PCN, RGU, RTI, 1 Day OSS	DIS, LOP, PCN, RTI, 1-2 Days OSS	ALT, LOP, PCN, 1-3 Days OSS
HA	Harassment, Non-SESIR	CAW, LOP, TMO	LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
LC	Leaving Campus Without Authorization	CAW, LDT, LOP, TMO	LDT, LOP, PCN, RTI, TMO, 1 Day ISS	LDT, LOP, PCN, RTI, TMO, 1-2 Days ISS	DIS, LDT, LOP, PCN, RTI, 1-3 Days ISS	ALT, LOP, PCN, 1 Day OSS
***TBC**	SESIR Tobacco Possession or Use	CFS, FIN, PWR, RLW, TMO	CFS, FIN, PCN, RLW, RTI, 1-2 Days ISS	CFS, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	Contact DCF	-
TF	Theft / Larceny (Under $750)	CAW, LOA, LOP, RES, RLW, TMO	LDT, LOA, LOP, PWR, RES, RGU, RLW, 1 Day ISS	LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days ISS	DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-2 Days OSS	ALT, LOP, PCN, RES, RLW, 1-3 Days OSS
VN	Vandalism (Under $1,000)	CAW, CUP, LOA, LOP, RES, RLW, TMO	CUP, LDT, LOA, LOP, PWR, RES, RGU, RLW, 1 Day ISS	CUP, LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days ISS	CUP, DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-2 Days OSS	ALT, CUP, LOP, PCN, RES, RLW, 1-3 Days OSS
LEVEL 3 OFFENSES						
AG	Aggression, Physical	CAW, CFR, LOA, LOP PMD, 1 Day ISS, 1 Day OSS	CFR, LDT, LOA, LOP, PMD, PWR, RGU, 1-2 Days ISS. 1-2 Days OSS	LDT, LOP, PCN, PMD, RGU, RTI, 1-3 Days OSS,	DIS, LOP, PCN, RTI, 1-4 Days OSS,	ALT, LOP, PCN, ALT, 2-5 Days OSS
***ALC**	SESIR Alcohol Possession, Use, or Distribution	LOP, PCN, RLW, 3-5 Days OSS (Use SAFE)	ALT (automatic), LOP, PCN, RLW, 3-5 Days OSS, Contact DCF	-	-	-
***BUL**	SESIR Bullying	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOP, RGU,1-2 Days OSS	BCM, DIS, LDT, LOP, PCN, RTI, 1-3 Days OSS	ALT, BCM, DIS, LOP, PCN, RTI, 2-3 Days OSS	ALT, LOP, 2-4 Days OSS
CS	Contraband, Sale	CFS, LOP, PWR, 1-2 Days ISS, 1 Day OSS	CFS, LOP, PNC, RGU, RTI, 1 Day OSS	BCM, CFS, LOP, PCN, RTI, 1-2 Days OSS	ALT, BCM, CFS, DIS, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, DIS, LOP, PCN, RTI, 1-2 Days OSS
DV	Dating Violence or Abuse	CFR, LOP, RLW, 1-2 Days ISS, 1 Day OSS	BCM, CFR, LOP, PCN RLW, RTI, 1 Day OSS	CFR, DIS, LOP, PCN, RLW, RTI, 1-2 Days OSS	ALT, CFR, LOP, RLW, 1-3 Days) OSS	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
*DRU	SESIR Drug Possession or Use	LOP, PCN, RLW, 3-5 Days OSS (Use SAFE)	ALT LOP, PCN, RLW, 3-5 Days OSS, Contact DCF	-	-	-
FT	Fighting, Non-SESIR	CFR, LDT, LOA, LOP, PMD, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOA, LOP, PMD, PWR, RGU, 1-2 Days OSS	DIS, LDT, LOP, PCN, RTI, 1-3 Days OSS	ALT, DIS, LOP, PCN, RTI, 1-4 Days OSS	-
GN	Gang-Related Activity	CFR, LOP, PCN, RLW, 1-2 Days OSS	BCM, DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS, Contact DCF	ALT (automatic), LOP, PCN, RLW 2-4 Days OSS. Contact DCF	-	-
*HAR	SESIR Harassment	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOP, RGU,1 Day OSS	BCM, DIS, LDT, LOP, PCN, RTI, 1-2 Days OSS	ALT, BCM, DIS, LOP, PCN, RTI, 1-3 Days OSS	ALT, LOP, 2-4 Days OSS
*HAZ	SESIR Hazing	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOP, RGU,1 Day OSS	BCM, DIS, LDT, LOP, PCN, RTI, 1-2 Days OSS	ALT, BCM, DIS, LOP, PCN, RTI, 1-3 Days OSS	ALT, LOP, 2-4 Days OSS
OS	Other Serious Misconduct	LDT, LOP, PWR, 1-2 Days ISS, 1 Day OSS	LDT, LOP, PCN, PWR, RGU, 1-2 Days OSS	BCM, DIS, LOP, PCN, RTI, 1-3 Days OSS	BCM, DIS, LOP, PCN, RTI, 2-3 Days OSS,	ALT, LOP, PCN, 2-4 Days OSS
*STL	SESIR Theft/Larceny ($750 or More)	LDT, LOA, LOP, PWR, RES, RLW, 1 Day ISS, 1 Day OSS	BCM, LOP, PCN, RES, RGU, RLW, RTI, 1-2 Days OSS	BCM, LOP, PCN, RES, RLW, RTI, 1-3 Days OSS	DIS, LOP, PCN, RES, RTI, RLW, 1-4 Days OSS	ALT, LOP, PCN, RES, RLW, 2-5 Days OSS
SX	Sexting	LDT, LOP, PWR, RLW, 1 Day ISS, 1 Day OSS	LDT, LOP, PCN, RGU, RLW, 1 Day OSS	BCM, LDT, LOP, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS, Contact DCF	ALT, LOP, 2-4 Days OSS, Contact DCF
*SXH	SESIR Sexual Harassment	CFR, LOA, LOP, PWR, RGU, RLW, 1 Day ISS, 1 Day OSS	CFR, LOP, PCN, RLW, RTI, 1 Day OSS, Contact DCF	BCM, CFR, LOP, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	CFR, DIS, LOP, PCN, RLW, 1-3 Days OSS	ALT, LOP, 2-4 Days OSS
*SXO	SESIR Sexual Other	CFR, LOP, PCN, RLW, 1-2 Days OSS, Contact DCF	BCM, CFR, DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS, Contact DCF	ALT (automatic), LOP, PCN, RLW 2-4 Days OSS, Contact DCF	-	-
*TRS	SESIR Trespassing	LOP, PWR, RLW, 1 Day ISS	LOP, PCN, RLW, 1 Day OSS	BCM, LOP, PCN, RLW,	DIS, LOP, PCN, RLW,	ALT, LOP, RLW, 2-4 Days OSS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
				RTI, 1-2 Days OSS	RTI, 1-3 Days OSS	
*VAN	SESIR Vandalism	CUP, LOA, LDT, LOP, PCN, PWR, RES, RLW, 1 Day ISS, 1 Day OSS	CUP, LDT, LOP, PCN, RES, RGU, RLW, 1-2 Days ISS	BCM, CUP, LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days OSS	CUP, DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-3 Days OSS	ALT, CUP, LOP, PCN, RES, RLW, 2-4 Days OSS
LEVEL 4 OFFENSES						
*ARS	SESIR Arson	ALT, PCN, LOP, RLW, 2-4 Days OSS	ALT, PCN, RLW, 4-6 Days OSS	-	-	-
*BAT	SESIR Battery	ALT, CFR, LOP, PCN, RLW, 2-4 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-
*DOC	SESIR Disruption on Campus	ALT, LOP, PCN, RLW, 2-4 Days OSS	ALT, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-
*DRD	SESIR Drug Distribution	ALT, PCN, RLW, 5-10 Days OSS, Contact DCF	-	-	-	-
FA	False Accusation	ALT, LOA, LOP, PCN, 2-4 Days OSS	ALT, DIS, LOA, LOP, PCN, RTI, 4-6 Days OSS	ALT, PCN, 5-10 Days OSS	-	-
*FIT	SESIR Fighting	CFR, LOP, PCN, 1-3 Days OSS	CFR, DIS, LOP, PCN, RTI, 3-5 Days OSS	ALT, PCN, 5-10 Days OSS	-	-
*OMC	SESIR Other Major	CFS, LOP, PCN, 1-3 Days OSS	ALT, CFS, DIS, LOP, PCN, RTI, 3-5 Days OSS	ALT, CFS, PCN, 5-10 Days OSS	-	-
*PHA	SESIR Physical Attack	CFR, LOP, PCN, RLW, 2-4 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-
*ROB	SESIR Robbery	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 3-5 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
*SXA	SESIR Sexual Assault	ALT, LOP, RLW, 5-10 Days OSS, Contact DCF	ALT, RLW, 5-10 Days OSS, Contact DCF	-	-	-
*SXB	SESIR Sexual Battery	ALT, LOP, RLW, 5-10 Days OSS, Contact DCF	-	-	-	-
*TRE	SESIR Threat	CFR, LOP, PWR, PCN, RLW, RTI, 1-3 Days OSS, Conduct Threat Assessment	ALT, CFR, DIS, LOP, PCN, RTI, RLW, 3-5 Days OSS, Conduct Threat Assessment	ALT, PCN, RLW, 5-10 Days OSS, Conduct Threat Assessment	-	-
WC	Weapon-Like Contraband	CFS, LOP, PWR, RGU, RLW, 1-3 Days OSS Consider Threat Assessment	ALT, CFS, DIS, LOP, PNC, RTI, 3-5 Days OSS Consider Threat Assessment	ALT, CFS, DIS, LOP, PNC, 5-10 Days OSS Consider Threat Assessment	-	-
*WPO	SESIR Weapon Possession or Use	ALT, CFS, PNC, 5-10 Days OSS, Conduct Threat Assessment	-	-	-	-

SDMC MIDDLE SCHOOL MATRIX FOR GRADES 6-8

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	ASD, BSD, or LDT	ASD, BSD, or LDT, AWD, EXS	1 Day ISS, TMO, LOP, BCM,	1-2 Days ISS, LOP, PCN	2-3 Days ISS, LOP, RTI
DB	Disruptive Behavior	ASD, BSD, or LDT	ASD, BSD, or LDT, EXS	1 Day ISS, TMO, LOP, BCM	1-2 Days ISS, or 1 Day OSS LOP, BCM, RTI	2-3 Days ISS, or 1-3 Days OSS, BCM, LOP, PCN,
DC	Dress Code Violation	CAW	LOP (5 Days), PCN	LDT	LOP (30 Days)	1 Day ISS, LOP, PCN
DO	Disrespect Towards Others	ASD, BSD, or LDT, LOA	EXS, 1Day ISS, LOA, TMO	1-2 Days ISS, LOP, PWR	1-2 Days OSS, LOP, BCM	2-3 Days OSS, LOP, PCN, RTI
FS	Failure to Serve Consequence	EXS, 1 Day ISS, or AWD	1-2 Days ISS, AWD, or 1 Day OSS	2-3 Days ISS, 1-2 Days OSS, LOP	3-4 Days ISS, 2-3 Days OSS, LOP, PCN	4-5 Days ISS, 3-4 Days OSS, LOP

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
HP	Horseplay	ASD, BSD, or LDT	EXS	1-3 Days ISS, TMO	1-2 Days OSS, LOP, BCM	2-3 Days OSS BCM, LOP, PCN, RTI
ID	Identification Infraction	CAW	ASD, BSD, or LDT	1 Day ISS, TMO	1-3 Days ISS, LOP	1 Day OSS, LOP, PCN
IN	Inappropriate Behavior (Minor)	ASD, BSD, or LDT, AWD (if (appropriate)	EXS, AWD, 1 Day ISS, TMO	1 Day ISS, TMO, AWD, LOP	1-2 Days ISS, 1 Day OSS, LOP, BCM	2-3 Days ISS, 1-2 Days OSS, LOP, PCN, RTI
MV	Medication Policy Violation	CAW	ASD, BSD, or LDT	EXS, LOP	1-2 Days ISS, PCN, LOP	1-2 Days OSS, LOP, BCM
TA	Tardies, Habitual	CAW	ASD, BSD, or LDT, AWD	EXS, LOP, TMO	1 Day ISS, TMO, EXS, LOP,	1-3 Days ISS, EXS, LOP, PCN
TE	Technology – Inappropriate or Unauthorized Use	CAW	ASD, BSD, or LDT, CFS	EXS, 1 Day ISS, TMO, CFS	1-3 Days ISS, CFS, LOP, PCN	1-2 Days OSS, EXC, CFS, LOP, PCN
	LEVEL 2 OFFENSES					
AN	Aggression, Non-Physical	1-2 Days ISS, TMO, 1 Day OSS, CFR	1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, RTI, BCM,	3-4 Days OSS, LOP, RTI, PCN	4-5 Days OSS, LOP, PCN, ALT
BL	Bullying, Non-SESIR	1-2 Days ISS, TMO, 1 Day OSS, CFR	1-2 Days ISS, 1-2 Days OSS, CFR, LOP, BCM	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN,	4-5 Days OSS, LOP, ALT
CH	Cheating	Zero, ASD, BSD, or LDT, LOP	Zero, EXS, LOP	Zero, 1 Day ISS, TMO, LOP	Zero, 1-3 Days ISS, LOP, PCN	Zero, 1-2 Days OSS, LOP
CO	Contraband, Possession	1-2 Days ISS, TMO, 1 Day OSS, CFS	2-3 Days ISS, 1-2 Days OSS, LOP, CFS	2-3 Days OSS, LOP, BCM, CFS	3-4 Days OSS, CFS LOP, PCN,	4-5 Days OSS,CFS, LOP, RTI
DF	Defiance	1-2 Days ISS, TMO	2-3 Days ISS, TMO, LOP	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, PCN, RTI	3-5 Days OSS, LOP, DIS
DA	Disrespect towards Staff or Authority	1-2 Days ISS, TMO	2-3 Days ISS, TMO, 1-2 Days OSS LOP	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, DIS, RTI	4-5 Days OSS, LOP, ALT
EC	Electronic Cigarette Possession	2 Days ISS, 1Day OSS, DIS, CFS, FIN, RLW	2 Days OSS, CFS, FIN, RLW	3-4 Days OSS, CFS, LOP, FIN, RLW, PCN	4 Days OSS, LOP, CFS, FIN, RLW, PCN	5 Days OSS, LOP, CFS, FIN, RLW, PCN
EN	Endangerment	1-2 Days ISS, 1 Day OSS	1-2 Days OSS, LOP	2-3 Days OSS, LOP, BCM	3-4 Days OSS, LOP, PCN, RTI	4-5 Days OSS, LOP, DIS, ALT
IN	Inappropriate Behavior (Major)	EXS, AWD (if (appropriate), 1-2 Days ISS,	2-3 Days ISS, 1-2 Days OSS	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, BCM, RTI	4-5 Days OSS, LOP, RTI, PCN, DIS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
		TMO, 1 Day OSS				
HA	Harassment, Non-SESIR	1-2 Days ISS, TMO	1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN,	4-5 Days OSS, LOP, DIS, ALT
LC	Leaving Campus Without Authorization	1-2 Days ISS, TMO, EXS	2-3 Days ISS, EXS, ASD, LDT, BSD	1-2 Days OSS, LOP, BCM	2-3 Days OSS, LOP, DIS, PCN, RTI	4-5 Days OSS, LOP, ALT
***TBC**	SESIR Tobacco Possession or Use	1-2 Days ISS, TMO, CFS, FIN, RLW	1-2 Days OSS, CFS, DIS, FIN, RLW	2-3 Days OSS, CFS, DIS, FIN, RLW, PCN	3-4 Days OSS, LOP, CFS, FIN, RLW, PCN	4-5 Days OSS, LOP, CFS, FIN, RLW, PCN
TF	Theft / Larceny (Under $750)	1-2 Days ISS, TMO, 1 Day OSS, RLW, RES	1-2 Days OSS, RLW, RES, LOP	2-3 Days OSS, RLW, RES, LOP, PCN	3-4 Days OSS, RLW, RES, LOP, RTI, BCM	4-5 Days OSS, RLW, RES, LOP, ALT
VN	Vandalism (Under $1,000)	1-2 Days ISS, TMO, 1 Day OSS, RES, AWD	1-2 Days OSS, RES, AWD, CMS, LOP, RLW, PCN	2-3 Days OSS, RES, AWD, CMS, LOP, RLW, PCN, RTI	3-4 Days OSS, RES AWD, CMS, LOP, RLW, DIS	4-5 Days OSS, RES, CMS, RLW, LOP, ALT
LEVEL 3 OFFENSES						
AG	Aggression, Physical	1-3 Days ISS 1-2 Days OSS, LOP, CFR	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, PCN, RTI	5-6 Days OSS, LOP, DIS, ALT	6-7 Days OSS, LOP, ALT
***ALC**	SESIR Alcohol Possession, Use, or Distribution	5-10 Days OSS (Use SAFE), PCN, RLW	5-10 Days OSS, ALT (automatic), RLW	-	-	-
***BUL**	SESIR Bullying	1-2 Days OSS, LOP	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW	5-6 Days OSS, LOP, RLW, ALT	-
CS	Contraband, Sale	1-2 Days OSS, LOP, CFS	2-4 Days OSS, LOP, CFS	4-5 Days OSS, LOP, CFS, RLW, DIS, PCN, RTI	5-6 Days OSS,CFS, RLW LOP, ALT	-
DV	Dating Violence or Abuse	1-2 Days OSS, LOP, RLW	2-4 Days OSS, LOP, RLW, DIS, PCN	4-5 Days OSS, LOP, RLW, DIS, PCN, RTI	5-6 Days OSS, RLW, LOP, ALT	-
***DRU**	SESIR Drug Possession or Use	5-10 Days OSS (Use SAFE), PCN, RLW	5-10 Days OSS, ALT (auto), RLW	-	-	-
FT	Fighting, Non-SESIR	1-5 Days OSS*, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT (auto)	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
GN	Gang-Related Activity	1-5 Days OSS, PCN, RLW	5-10 Days OSS, RLW, ALT (auto)	-	-	-
***HAR**	SESIR Harassment	1-2 Days OSS, LOP	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW	5-6 Days OSS, LOP, RLW, ALT	-
***HAZ**	SESIR Hazing	1-2 Days OSS, LOP	2-4 Days OSS, LOP, PCN	4-5 Days OSS, LOP, DIS, RTI	5-6 Days OSS, LOP, ALT	-
OS	Other Serious Misconduct	1-3 Days OSS, LOP	3-5 Days OSS, LOP, BCM, PCN	5-6 Days OSS, LOP, DIS, RTI	6-7 Days OSS, LOP, ALT	-
***STL**	SESIR Theft/Larceny ($750 or More)	1-3 Days OSS, RLW, RES	3-4 Days OSS, RLW, RES, LOP	4-5 Days OSS, RLW, RES, LOP, PCN	5-6 Days OSS, RLW, RES, LOP, RTI, ALT	-
SX	Sexting	1-2 Days ISS, 1-2 Days OSS, RLW	2-4 Days OSS, RLW, LOP	4-5 Days OSS, RLW, LOP, BCM, PCN, RTI	5-6 Days OSS, RLW, LOP, DIS, ALT	6-7 Days OSS, RLW, LOP, ALT
***SXH**	SESIR Sexual Harassment	1-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, RTI, DIS	5-10 Days OSS, RLW, ALT	-	-
***SXO**	SESIR Sexual Other	1-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
***TRS**	SESIR Trespassing	1 Day ISS, 1 Day OSS, RLW	1-2 Days OSS, RLW, LOP	2-3 Days OSS, RLW, LOP, PCN	3-4 Days OSS, RLW, LOP, ALT, DIS	4-5 Days OSS, RLW, LOP, ALT
***VAN**	SESIR Vandalism	1-5 Days OSS, RES, RLW, AWD	3-7 Days OSS, RES, AWD, DIS	5-10 Days OSS, RES, RLW, ALT	-	-
LEVEL 4 OFFENSES						
***ARS**	SESIR Arson	3-10 Days OSS, RLW, PCN, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
***BAT**	SESIR Battery	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT	-	-
***DOC**	SESIR Disruption on Campus	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, DIS, PCN, RTI, ALT	5-10 Days OSS, RLW, ALT	-	-
***DRD**	SESIR Drug Distribution	5-10 Days OSS, ALT (auto), RLW	-	-	-	-
FA	False Accusation	3-5 Days OSS, PCN, ALT	5-10 Days OSS, ALT	-	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
***FIT**	SESIR Fighting	3-7 Days OSS, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT	-	-
***OMC**	SESIR Other Major	3-5 Days OSS, ALT, RLW	5-10 Days OSS, ALT, RLW	-	-	-
***PHA**	SESIR Physical Attack	3-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT		
***ROB**	SESIR Robbery	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
***SXA**	SESIR Sexual Assault	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
***SXB**	SESIR Sexual Battery	5-10 Days OSS, RLW, ALT	-	-	-	-
***TRE**	SESIR Threat	3-7 Days OSS, RLW, Conduct Threat Assessment	5-10 Days OSS, RLW, PCN, RTI, DIS, ALT Conduct Threat Assessment	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-
WC	Weapon-Like Contraband	3-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	5-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	-	-	-
***WPO**	SESIR Weapon Possession or Use	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-	-	-

SDMC HIGH SCHOOL MATRIX FOR GRADES 9-12

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	LDT	ASD, BSD,	AWD, EXS, 1 Day ISS, TMO	AWD, EXS, 1-2 Days ISS, LOP, BCM,	2-3 Days ISS, BCM, LOP, PCN
DB	Disruptive Behavior	ASD, BSD, or LDT	EXS, TMO	1 Day ISS, TMO	1-2 Days ISS, LOP, BCM, RTI	2-3 Days ISS, BCM, LOP, PCN,
DC	Dress Code Violation	CAW	LOP (5 Days), PCN	LDT	LOP (30 Days)	1 Day ISS, LOP, PCN

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
DO	Disrespect Towards Others	ASD, BSD, or LDT, LOA	EXS, 1Day ISS, TMO, LOA	1-2 Days ISS, TMO, LOP, PWR	1-2 Days OSS, LOP, BCM	2-3 Days OSS, LOP, PCN, RTI
FS	Failure to Serve Consequence	EXS, 1 Day ISS, or AWD	1-2 Days ISS, AWD, or 1 Day OSS	2-3 Days ISS, 1-2 Days OSS, LOP	3-4 Days ISS, 2-3 Days OSS, LOP, PCN	4-5 Days ISS, 3-4 Days OSS, LOP
HP	Horseplay	ASD, BSD, or LDT	EXS, TMO	1 Day ISS, TMO	1-2 Days OSS, LOP, BCM	2-3 Days OSS BCM, LOP, PCN, RTI
ID	Identification Infraction	CAW	ASD, BSD, or LDT	1 Day ISS, TMO	1-2 Days ISS, LOP	2-3 Days ISS, LOP, PCN
IN	Inappropriate Behavior (Minor)	ASD, BSD, or LDT, AWD (if (appropriate)	EXS, AWD, 1 Day ISS, TMO	1 Day ISS, TMO, AWD, LOP	1-2 Days ISS, 1 Day OSS, LOP, BCM	2-3 Days ISS, 1-2 Days OSS, LOP, PCN, RTI
MV	Medication Policy Violation	CAW	ASD, BSD, or LDT	EXS	1-2 Days ISS, PCN	1-2 Days OSS, LOP, BCM
TA	Tardies, Habitual	CAW	LDT	ASD, BSD, or LDT	EXS, LOP	EXS, LOP, PCN
TE	Technology – Inappropriate or Unauthorized Use	CAW	LDT, CFS	ASD, BSD, or LDT, CFS, TMO	1-3 Days ISS, TMO, CFS, LOP, PCN	1-2 Days OSS, EXC, CFS, LOP, PCN
	LEVEL 2 OFFENSES					
AN	Aggression, Non-Physical	1-2 Days ISS, TMO, 1 Day OSS	1-3 Days ISS, TMO, 1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, BCM,	3-4 Days OSS, LOP, PCN,	4-5 Days OSS, LOP, RTI
BL	Bullying, Non-SESIR	1-2 Days ISS, TMO, 1 Day OSS, CFR	1-2 Days ISS, 1-2 Days OSS, CFR, LOP, BCM	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN,	4-5 Days OSS, LOP, ALT
CH	Cheating	Zero, ASD, BSD, or LDT	Zero, EXS	Zero, 1 Day ISS, LOP	Zero, 1-2 Days ISS, LOP, PCN	Zero, 1-2 Days OSS
CO	Contraband, Possession	1-2 Days ISS, 1-2 Days OSS, CFS	1-2 Days OSS, LOP, CFS	2-3 Days OSS, LOP, BCM, CFS	3-4 Days OSS, CFS LOP, PCN,	4-5 Days OSS,CFS, LOP, RTI
DF	Defiance	1-2 Days ISS, TMO	2-3 Days ISS, TMO, LOP	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, PCN, RTI	3-5 Days OSS, LOP, DIS, ALT
DA	Disrespect towards Staff or Authority	1-2 Days ISS, TMO	2-3 Days ISS, TMO, 1-2, Days OSS LOP	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, DIS, RTI	4-5 Days OSS, LOP, ALT
EC	Electronic Cigarette Possession	2 Days ISS, 1Day OSS, DIS, CFS, FIN, RLW	2 Days OSS, CFS, FIN, RLW	3-4 Days OSS, CFS, LOP, FIN, RLW, PCN	4 Days OSS, LOP, CFS, FIN, RLW, PCN	5 Days OSS, LOP, CFS, FIN, RLW, PCN
EN	Endangerment	1-2 Days ISS, 1 Day OSS	1 Day OSS, LOP	2-3 Days OSS, LOP, BCM	3-4 Days OSS, LOP, PCN, RTI	4-5 Days OSS, LOP, DIS, ALT

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
IN	Inappropriate Behavior (Major)	EXS, AWD (if (appropriate), 1-2 Days ISS, TMO, 1 Day OSS	2-3 Days ISS, TMO, 1-2 Days OSS	2-3 Days OSS, LOP, BCM	3-4 Days OSS, LOP, BCM, RTI	4-5 Days OSS, LOP, RTI, PCN
HA	Harassment, Non-SESIR	1-2 Days ISS, TMO, 1 Day OSS	1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN,	4-5 Days OSS, LOP, ALT
LC	Leaving Campus Without Authorization	1-2 Days ISS, TMO, EXS	2-3 Days ISS, TMO, LOP	1-2 Days OSS, LOP	2-3 Days OSS, LOP, DIS, PCN, RTI	4-5 Days OSS, LOP, ALT
***TBC**	SESIR Tobacco Possession or Use	1-2 Days ISS, TMO, CFS, FIN, RLW	1-2 Days OSS, CFS, DIS, FIN, RLW	2-3 Days OSS, CFS, DIS, FIN, RLW	3-4 Days OSS, LOP, CFS, FIN, RLW, PCN	4-5 Days OSS, LOP, CFS, FIN, RLW, PCN
TF	Theft / Larceny (Under $750)	1-2 Days ISS, TMO, 1 Day OSS, RLW, RES	1-2 Days OSS, RLW, RES, LOP	2-3 Days OSS, RLW, RES, LOP, PCN	3-4 Days OSS, RLW, RES, LOP, RTI, BCM	4-5 Days OSS, RLW, RES, LOP, ALT
VN	Vandalism (Under $1,000)	1-2 Days ISS, TMO, 1 Day OSS, RES, AWD	1-2 Days OSS, RES, AWD, CMS, LOP, RLW, PCN	2-3 Days OSS, RES, AWD, CMS, LOP, RLW, PCN, RTI	3-4 Days OSS, RES AWD, CMS, LOP, RLW, DIS	4-5 Days OSS, RES, CMS, RLW, LOP, ALT
LEVEL 3 OFFENSES						
AG	Aggression, Physical	1-3 Days ISS 1-2 Days OSS, LOP, CFR	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, PCN, RTI	5-6 Days OSS, LOP, DIS, ALT	6-7 Days OSS, LOP, ALT
***ALC**	SESIR Alcohol Possession, Use, or Distribution	5-10 Days OSS (Use SAFE), PCN, RLW	5-10 Days OSS, ALT (automatic), RLW	-	-	-
***BUL**	SESIR Bullying	1-3 Days OSS, LOP	3-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW	5-6 Days OSS, LOP, RLW, ALT	-
CS	Contraband, Sale	1-3 Days OSS, LOP, CFS	2-4 Days OSS, LOP, CFS	4-5 Days OSS, LOP, CFS, RLW, DIS, PCN, RTI	5-6 Days OSS,CFS, RLW LOP, ALT	-
DV	Dating Violence or Abuse	1-3 Days OSS, LOP, RLW	2-4 Days OSS, LOP, RLW, DIS, PCN	4-5 Days OSS, LOP, RLW, DIS, PCN, RTI	5-6 Days OSS, RLW, LOP, ALT	-
***DRU**	SESIR Drug Possession or Use	5-10 Days OSS (Use SAFE), PCN, RLW	5-10 Days OSS, ALT (auto), RLW	-	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
FT	Fighting, Non-SESIR	1-5 Days OSS, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT (auto)	-	-
GN	Gang-Related Activity	1-5 Days OSS, PCN, RLW	5-10 Days OSS, RLW, ALT (auto)	-	-	-
***HAR**	SESIR Harassment	1-3 Days OSS, LOP	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW	5-6 Days OSS, LOP, RLW, ALT	-
***HAZ**	SESIR Hazing	1-3 Days OSS, LOP	2-4 Days OSS, LOP, PCN	4-5 Days OSS, LOP, DIS, RTI	5-6 Days OSS, LOP, ALT	-
OS	Other Serious Misconduct	1-3 Days OSS, LOP	3-5 Days OSS, LOP, BCM, PCN	5-6 Days OSS, LOP, DIS, RTI	6-7 Days OSS, LOP, ALT	-
***STL**	SESIR Theft/Larceny ($750 or More)	1-3 Days OSS, RLW, RES	3-4 Days OSS, RLW, RES, LOP	4-5 Days OSS, RLW, RES, LOP, PCN	5-6 Days OSS, RLW, RES, LOP, RTI, ALT	-
SX	Sexting	1-2 Days ISS, 1-2 Days OSS, RLW	2-3 Days OSS, RLW, LOP	3-4 Days OSS, RLW, LOP, BCM, PCN, RTI	5-6 Days OSS, RLW, LOP, DIS	6-7 Days OSS, RLW, LOP, ALT
***SXH**	SESIR Sexual Harassment	1-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, RTI, DIS	5-10 Days OSS, RLW, ALT	-	-
***SXO**	SESIR Sexual Other	1-5 Days OSS, DIS, RLW, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
***TRS**	SESIR Trespassing	1 Day ISS, 1 Day OSS, RLW	1-2 Days OSS, RLW, LOP	2-3 Days OSS, RLW, LOP, PCN	3-4 Days OSS, RLW, LOP, ALT, DIS	4-5 Days OSS, RLW, LOP, ALT
***VAN**	SESIR Vandalism	1-5 Days OSS, RES, RLW, AWD	3-7 Days OSS, RES, AWD, DIS	5-10 Days OSS, RES, RLW, ALT	-	-
LEVEL 4 OFFENSES						
***ARS**	SESIR Arson	3-5 Days OSS, RLW, PCN, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
***BAT**	SESIR Battery	3-10 Days OSS, RLW	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
*DOC	SESIR Disruption on Campus	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, DIS, PCN, RTI, ALT	5-10 Days OSS, RLW, ALT	-	-
*DRD	SESIR Drug Distribution	5-10 Days OSS, ALT (auto), RLW	-	-	-	-
FA	False Accusation	3-5 Days OSS, PCN, ALT	5-10 Days OSS, ALT	-	-	-
*FIT	SESIR Fighting	3-7 Days OSS, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT		
*OMC	SESIR Other Major	3-5 Days OSS, ALT, RLW	5-10 Days OSS, ALT, RLW	-	-	-
*PHA	SESIR Physical Attack	3-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT		
*ROB	SESIR Robbery	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
*SXA	SESIR Sexual Assault	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
*SXB	SESIR Sexual Battery	5-10 OSS, RLW, ALT	-	-	-	-
*TRE	SESIR Threat	3-7 Days OSS, RLW, Conduct Threat Assessment	5-10 Days OSS, RLW, PCN, RTI, DIS, ALT Conduct Threat Assessment	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-
WC	Weapon-Like Contraband	3-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	5-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	-	-	-
*WPO	SESIR Weapon Possession or Use	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-	-	-

DISCIPLINE FOR STUDENTS WITH DISABILITIES (SECTION 504 AND IDEA)

If you are an IDEA or Section 504 eligible student and have an Individualized Education Plan (IEP) or Section 504 Plan, you are expected to comply with the District Code of Student Conduct and school rules just like any other student. If you violate the District Code of Student Conduct or school rules, you are subject to discipline just like any other student. There are, however, some

special rules dealing with suspensions, assignments to alternative programs, and expulsions.

Q. How are In-School Suspensions handled?

A. If a student with a disability receives an in-school suspension, the student's IEP or Section 504 Plan will continue to be in force. An in-school suspension is not considered an out-of-school suspension if the IEP or Section 504 Plan is followed.

Q. Can a student with a disability receive an out-of-school suspension?

A. Yes. A student with a disability may be suspended from school just like any other student and will not receive any educational services during the suspension.

Q. Can a principal use other forms of discipline with a student who has a disability?

A. Yes. A principal or designee may use any other form of in-school discipline when dealing with a student with a disability who has violated the District Code of Student Conduct or a school rule, provided that non-disabled students are disciplined the same way. Such discipline actions may include detentions, in-school suspension, extra school, Saturday school, or exclusion from extracurricular activities or field trips.

Q. What happens when a student with a disability reaches ten days of Out-of-School Suspension?

A. School personnel familiar with the student and the student's IEP or Section 504 Plan will meet with the parents as a team. For both IDEA and Section 504 eligible students, this team will determine if the student's disability is causing the misconduct (Manifestation Determination) and whether changes to the IEP or Section 504 Plan are necessary. For the IDEA eligible student, this team will also ensure a current Functional Behavioral Assessment (FBA) and a Behavior Intervention Plan (BIP) are in place, or recommend changes to either document.

Q. Can a student with a disability be reassigned to another school?

A. Yes. A student with a disability may be reassigned to another school, provided certain conditions are met. Students with disabilities may be reassigned to an alternative program for persistent disruptive behavior, only if that behavior is determined to not be substantially related to or caused by their disability and a current FBA and BIP are in place. Students may be also reassigned to an alternative program for behavior which represents a concern for the safety of other students or staff or the orderly operation of a school. If committed on campus, these acts must also not be substantially related to or caused by the student's disability.

Q. If a student with a disability has a weapon, illegal drugs or causes serious bodily injury to someone, what disciplinary actions may be taken?

A. When a student with a disability commits one of these infractions at school or at a school-related function, that student may be subject to the same administrative action and for the same length of time as a non-disabled peer - provided the behavior is determined to <u>not</u> be a manifestation of their disability. Even if the behavior is determined to be a manifestation of the student's behavior, he or she may be removed to an interim alternative educational setting for not more than forty-five (45) school days. Such placement does not require parent consent.

Q. Who determines the interim alternative educational setting (IAES)?

A. The IAES will be determined by the IEP or Section 504 Plan team.

Q. May a student with a disability be expelled?

A. Yes, but only if services are provided by the district.

Q. May a student with a disability be suspended from the bus?

A. Yes. Students with disabilities may be suspended from the bus just as any other student. Responsibility for transporting the student to school would then fall to the parent. However, any days missed during the bus suspension will be counted as an Out-of-School Suspension, unless the parent excuses or documents the absence.

Q. If transportation is a related service identified on the IEP or Section 504 Plan, may a student with a disability be suspended from the bus?

A. Yes. If transportation is a related service identified on the student's IEP or Section 504 Plan, and suspension or expulsion from the bus is recommended, then the bus suspension will be counted as an Out-of-School Suspension if the student is not in attendance.

Q. May a parent or guardian record an IEP meeting?

A. Yes. A parent, authorized representative of a parent, or IEP team member is permitted to record the meeting. He or she must use his or her own recording device and the District will obtain its own recording of the meeting. The District is under no obligation to provide the parent with a transcription of the recording the District obtains on its own equipment. If the District audio records an IEP Team meeting, the resulting recording shall become a part of the student's educational record and will be maintained in accordance with State and Federal law.

ENGLISH LANGUAGE LEARNERS

English Language Learners (ELLs) are not to be subjected to disciplinary action exclusively because of their use of a language other than English. However, all School District of Manatee County students, regardless of their ability to speak English, are governed by the Code of Student Conduct.

CONDUCT ON SCHOOL BUSES

The School Board believes you and your fellow students, as well as the bus driver, should be able to ride safely on school buses. In addition to any bus-specific consequences, you may be disciplined for any action on the bus in the same manner as if the conduct had happened at school. You are also subject to disciplinary action while at the bus stop, if your behavior has a harmful effect on the health, safety, or welfare of any member of the school community. You should assume that you are being recorded any time you are riding a school bus.

Parent Responsibility

Your parents are responsible for your behavior at the bus stop prior to the arrival of the bus in the morning and after the departure of the bus at the end of the day. However, if you are at the bus stop and violate school rules, the school can still discipline you for your behavior if it has a harmful effect on the health, safety, or welfare of any member of the school community. Students are to be on time and stand off the roadway.

Damage to Bus

If you cause any damage to the bus or another vehicle, your parent will be required to pay for the damage.

Waiting for the Bus

Wait for the bus to come to a complete stop before you approach the bus. To cross in front of the bus, wait for the driver to signal you.

Items Not Allowed on a Bus

a. Any item prohibited elsewhere in the District Code of Student Conduct
b. Glass containers of any kind
c. Balls
d. Bats
e. Cologne/perfume
f. Cutting instruments of any kind
g. Any large or bulky item that interferes with proper seating of students (examples: large musical instruments or athletic equipment)
h. Any animal
i. Batons, drum sticks, tennis rackets (unless in proper carrying case)
j. Aerosol sprays may be possessed but their use on buses or enclosed areas is expressly prohibited

Rules While on the Bus

The bus driver is in charge and you must obey the driver at all times. You must tell the bus driver your correct name when asked. The bus driver and school will keep a seating chart. You must be on time; the bus cannot wait for you if you are tardy. YOU MAY NOT RIDE ANY BUS OTHER THAN YOUR ASSIGNED BUS. You can be disciplined if you do not follow all district and school rules and the following special rules: a. Sit in your assigned seat and use the seat belt if available.
b. Stay seated at all times while the bus is in motion. c. Do not place any part of your body outside the bus windows. d. Do not distract the driver with loud conversation or noises. e. Observe appropriate classroom conduct. f. Do not eat or drink on the bus. g. Maintain absolute silence at railroad crossings. h. Do not throw any items on the bus or out of the bus windows. i. Do not mark, cut or damage bus seats or the bus itself. j. Do not display signs from the bus. k. Do not use obscene language or gestures. l. Cell phones are to be turned off.

Discipline If You Do Not Follow the Bus Rules

a. If you commit minor infractions, the school bus driver has the authority to address your behavior. If you cause repeated problems on the bus, the bus driver will give the school a written discipline referral for what you did. School administrators can take any action contained in this Code against you for misbehaving at a bus stop or on a bus.

b. Discipline on school buses will be dealt with according to the following protocols; however, severe infractions (for example, fighting, setting a fire on the bus) may result in immediate suspension or recommendation for expulsion based on the recommendation of the principal or designee.

Elementary Bus Discipline Protocol

1st Offense: Operator - student conference and parent contacted by Courtesy Notice prepared by Operator. Student re-assigned to the front of the bus for one week and closely monitored.

2nd Offense: Operator - student conference and parent contacted by Courtesy Notice prepared by Operator. Student re-assigned to the front of the bus for two weeks and closely monitored.

3rd Offense: Referral submitted, with recommended bus suspension up to 1 day. Upon return to bus, student assigned to front of the bus for one week and closely monitored.

4th Offense: Referral submitted, with recommended bus suspension up to 3 days. Upon return to bus, student assigned to front of the bus for two weeks and closely monitored.

5th Offense: Referral submitted, with recommended bus suspension up to 5 days. Conference with parent, student, school administrator and Transportation Staff. Upon return to bus, student assigned to front of the bus for two weeks and closely monitored.

6th Offense: Referral submitted, with recommended bus suspension up to 10 days. Letter from school to parent stating next referral may result in recommendation for removal from the bus for the remainder of the year.

Secondary Bus Discipline Protocol

1st Offense: Operator - student conference and parent contacted by Courtesy Notice prepared by Operator. Student re-assigned to the front of the bus for one week and closely monitored.

2nd Offense: Referral submitted, with recommended bus suspension up to 1 day. Upon return to bus, student re-assigned to front of the bus for two weeks and closely monitored.

3rd Offense: Referral submitted, with recommended bus suspension up to 3 days. Upon return to bus, student re-assigned to front of the bus for two weeks and closely monitored.

4th Offense: Referral submitted, with recommended bus suspension up to 5 days. Conference with parent, student, school administrator and Transportation Staff. Upon return to bus, student re-assigned to front of the bus for two weeks and closely monitored.

5th Offense: Referral submitted, with recommended bus suspension up to 10 days. Letter from school to parent stating next referral may result in removal from the bus for the remainder of the year.

c. Suspension from the school bus may be imposed only by the principal or designee by following the procedures for suspension from school. Bus suspensions may not be extended beyond the number of days originally prescribed by the principal or designee.

d. You can be removed from the school bus by the Superintendent or his designee for up to one calendar year for misconduct or a violation of the bus rules on a school bus or at a bus stop, based upon the recommendation of the principal and after the principal has suspended you from riding the bus for 10 days for an incident. Before the Superintendent or designee removes you from the bus, you and your parents will be informed in writing of the Principal's recommendation and the basis for that recommendation. The Superintendent or designee will inform you and your parents in writing of any removal from the bus.

e. Even if you transfer to a new school, you will be held responsible for any previous incidents of bus misconduct from your previous school.

SCHOOL DRESS CODE

You are expected to dress appropriately for school and for the business of learning with proper attention given to personal cleanliness, grooming, and neatness. If your personal attire or grooming disrupts educational activities and processes of the school, or is a potential safety hazard, you will be required to make the necessary alterations to such attire or grooming before entering the classroom or you may be assigned to In-School Suspension (ISS). If you fail to meet the minimum acceptable standards of cleanliness, neatness, proper fit, safety and decency as determined by the principal or designee and as specified in the District Code of Student Conduct, you will be subject to appropriate disciplinary measures. As per F.S. 1006.07(2)(d)(1), you are additionally prohibited "from wearing clothing that exposes underwear or body parts in an indecent or vulgar manner or that disrupts the orderly learning environment."

Apparel that violates this dress code will result in your removal from the regular school environment until acceptable apparel may be secured. Students who violate the district's dress code policy will be subject to the following consequences in addition to other appropriate administrative action:

a. For a first offense, you shall be given a verbal warning and the school principal or designee shall call your parent or guardian.
b. For a second offense, you are ineligible to participate in any applicable extracurricular activity for a period of time not to exceed 5 days and the school principal or designee shall meet with your parent or guardian.
c. For a third or subsequent offense, you shall receive an in-school suspension pursuant to F.S. 1003.01(5) for a period not to exceed 3 days. You are also ineligible to participate in any extracurricular activity for a period not to exceed 30 days, and the school principal or designee shall call your parent or guardian and send the parent or guardian a written letter regarding your in-school suspension and ineligibility to participate in extracurricular activities.

If you continue to wear articles of clothing or other prohibited items that you have been specifically asked not to wear, your discipline infraction will be considered defiance and not a dress code violation. The school principal or designee will be the final judge about whether your clothing is appropriate for school, creates a climate that is disruptive to learning, or is a potential safety hazard. Principals, faculty, and staff members will enforce the dress code. Individual schools may have additional requirements if supported by a majority of School Advisory Council (SAC) members, and if parents are notified in writing of the changes.

The following clothing MAY be worn:

a. Pants and jeans, as well as shorts that are reasonable, appropriate length (defined as no shorter than above the tips of the fingers, with arms and hands extended straight down), and fastened at the waist.
b. Dresses that cover the entire back, are not cut low in front, and are reasonable and appropriate in length (defined as no shorter than above the tips of the fingers, with arms and hands extended straight down and not rising beyond this point when seated).
c. Skirts that are a reasonable, appropriate length (defined as no shorter than above the tips of the fingers, with arms and hands extended straight down and not rising beyond this

point when seated) and fastened at the waist.

d. Tank tops or muscle shirts are allowed only with an over shirt or an undershirt with sleeves. Blouses and tops must cover the entire front and back (cannot be low-cut) and be long enough to tuck inside the waistband. All undergarments must be covered. No sheer (see-through) shirts are to be worn unless tank tops with at least two-inch straps are worn underneath. Net shirts must also have an undershirt or a buttoned over shirt. Tunics worn over slacks are also permissible.

e. Safe and appropriate footwear must be worn. Inappropriate footwear includes, but is not limited to, roller skates, skate shoes, and bedroom slippers.

f. Warm-ups that fit properly and are in good condition.

g. Form-fitting or excessively tight-fitting skirts, shorts, and pants (to include leggings, jeggings, or clothing made from materials such as spandex or lycra), must have an over garment, which extends down to your fingertips as your hands are extended to your side.

The following apparel or items are NOT allowed at school:

a. Sunglasses*

b. Hats, visors, bandanas, or other head apparel*

c. Visible pierced jewelry that has the potential to cause injury or be considered a safety risk, or cause disruption to the learning environment

d. Gang-related tattoos or inappropriate tattoos, as determined by the principal

e. Cutoff pants, shorts, or skirts

f. Clothing that exposes the midriff

g. Spaghetti straps or strapless dresses or tops

h. Unbuckled belts

i. Ill-fitting sweat pants or warm-ups

j. Suspenders hanging down – including overalls

k. Clothing that advertises alcoholic beverages, tobacco, drugs or has questionable language or art work

l. Known gang-related symbols

m. Spandex-type dresses

n. Beachwear

o. Blankets, pajamas or other sleepwear

p. Any clothing, accessories, jewelry, or hair styles that may incorporate obscene or drug-related phrases or be considered disruptive to the learning environment.

q. Any clothing, accessories, or items that portray symbols or images that may be considered disruptive to the learning environment

r. Clothing with frays, holes, cuts, or slits above the knee (using the fingertip rule) that exposes skin

s. Gym shorts or soccer shorts that are NOT proper length

t. Glass containers of any kind

u. Skateboards

v. Hoverboards

w. Any clothing or jewelry that can be used as a weapon

x. Aerosol sprays of any kind. **Note:** Students may possess individual hand sanitizer or wipes, however aerosol sprays remain prohibited in schools and on buses.

* May be worn during outdoor classes (such as physical education, construction, and agriculture), field trips, and during elementary recess. Sunglasses must be put away and kept out of sight during the rest of the school day. Does not include headdress worn for religious purposes or other headgear necessary for safety or medical purposes.

NOTE: Individual schools, with approval of the School Advisory Council, may develop additional dress code requirements that will be communicated to you and your parents in a variety of ways. Individual schools may establish a mandatory uniform policy if all conditions under the school uniform rule are met.

An individual school may be granted an exemption by the Superintendent from any provision of the dress code if requested by the principal and approved by a majority of the School Advisory Council members. Parents will be notified in writing of any approved exemption.

The dress and grooming of District students shall be neat and clean, promoting a safe and positive educational environment. Apparel that disrupts educational activities and processes of the school may result in the removal of the student from the regular learning environment until acceptable apparel can be secured for the student. Failure to comply with the dress code may result in disciplinary consequences outlined in state statute and the district discipline matrix.

Pursuant to F.S. 1006.07, wearing clothing that exposes underwear or body parts in an indecent or vulgar manner or that disrupts the learning environment will have the following specific consequences. In addition to these consequences, the violation shall be corrected before the student is allowed back in the regular school environment:

a. For a first offense, a student shall be given a verbal warning and the school principal (or designee) shall call the student's parent or guardian.

b. For a second offense, the student may be ineligible to participate in any extracurricular activity for a period of time not to exceed 5 days and the school principal (or designee) shall meet with the student's parent or guardian.

c. For a third offense, the student will have lunch detention in a supervised area, not the cafeteria.

d. For a fourth offense, the student may be ineligible to participate in any extracurricular activity for a period not to exceed 30 days.

e. For a Fifth and subsequent offense, a student may receive an In-School Suspension pursuant to F.S. 1003.01(5) for a period not to exceed one (1) day and may be subject to any of the interventions listed above.

Requirements for student dress in all schools are listed below:

a. All shirts and blouses must cover midriff, back, sides, and all undergarments including bra straps at all times. All shirts, tops, and dresses shall have sleeves and cover the shoulders.

b. Shorts, skirts, divided skirts, dresses and culottes are allowed. They must be mid-thigh length or longer.

c. All trousers, pants, or shorts must totally cover undergarments, including boxer shorts.

d. All clothing, jewelry, or tattoos shall be free of the following: profanity; violent images, wording or suggestion; sexually suggestive phrases or images; gang related symbols; alcohol, tobacco, drugs or advertisements for such products.

e. Safe and appropriate footwear must be worn. Inappropriate footwear includes, but is not limited to, roller skates, skate shoes, and bedroom slippers.

Further Clarification/other requirements:

a. Form fitting leotard/spandex type clothing is not allowed unless proper outer garments cover to mid-thigh length or longer.

b. See through or mesh fabric clothing may only be worn over clothing meeting requirements.

c. Clothing must be appropriate size, with the waist of the garment worn at the student's waist.

d. Clothing and footwear traditionally designed as undergarments or sleepwear shall not be worn as outer garments.

e. Sunglasses may not be worn inside unless a parent provides a doctor's note to the school. Field trips are exceptions.

f. Bandanas or sweatbands are not allowed to be visible on school grounds during the regular school hours.

g. Hats or other head coverings may be worn during outside P.E. activities and may not be worn during any portion of the regular school day without the expressed permission of the principal.

h. If the school has a mandatory school uniform policy, the student must adhere to those requirements.

SCHOOL UNIFORMS POLICY

Manatee County elementary or secondary schools may implement a mandatory uniform policy, governing students enrolled at the school only if all conditions set forth in the following procedures are met:

Initiation

a. A favorable vote of at least 67 percent or more by the School Advisory Council (SAC) must occur to support mandatory use of uniforms for students.

b. The school or SAC conducts a survey of parents of all students in that school and at least 51 percent of the families completing the survey must indicate that they are in favor of establishing such a program. Ballots must be received from a majority of eligible families. Parents are to be surveyed every three years at any school implementing a uniform program.

c. The school must establish a uniform committee that adequately represents all segments of the school community. The uniform committee must follow guidelines promulgated by the Superintendent for selection of uniforms.

d. The school-selected uniforms must comply in all respects with the other provisions of the district rules concerning appropriate attire.

e. The uniforms selected may not be characterized as gender-specific (both boys and girls may wear slacks).

f. The school must make provisions for those students who, by reason of financial

hardship, cannot comply with the uniform and must notify the students' parents of these provisions.

Communication

Each school implementing a uniform policy must communicate to parents the following:

1. types and colors of uniform;
2. requirements for jackets or outer garments;
3. optional articles of attire, if any;
4. compliance measures to be employed;
5. the availability of financial support and the procedures for applying for assistance;
6. methods to facilitate recycling of uniforms within the school community; and
7. notice of uniform sales and lists of competitive prices from vendors of uniform articles.

The means by which this information is communicated shall include one or more of the following: school newsletters, parent forums, telephone hotline, PTA/PTO meetings and newsletters, school advisory council meetings, television, radio, newspaper announcements, posters displayed at school and in the community, and registration materials.

Compliance Measures

a. Each school shall develop incentives and positive reinforcement measures to encourage full compliance with the uniform policy. Each school should strive to achieve full compliance through use of incentives and positive reinforcement measures and should resort to disciplinary action only when positive measures fail to ensure compliance. In addition, schools shall communicate with parents so that expectations, rationale and benefits are fully understood by the student and the family.

b. If necessary, disciplinary action may be taken to encourage compliance with the policy. Since the intent of the policy is not to inhibit or prohibit any student who is not in uniform from receiving the education to which he or she is entitled, no student shall be suspended from class or from school, expelled from school, or receive a lowered academic grade as a result of not complying with the policy.

c. Prior to initiating any disciplinary action against a student not complying with the policy,

   a school administrator shall hold a conference with the parent or guardian to solicit cooperation and support.

d. Disciplinary action is initiated only after all other means to secure support and cooperation as mentioned above have not succeeded. A "progressive discipline" approach is to be employed by the school support staff so as to encourage full and consistent compliance with the least amount of disciplinary action.

e. In order to ensure a smooth transition to a uniform policy, and in order to ensure that incentives and positive reinforcement measures are employed before resorting to disciplinary action, no school implementing a uniform policy shall take disciplinary action for the first two months of implementation unless those not in compliance materially or substantially interfere with the requirements of appropriate discipline.

f. Exceptions to wearing the uniform are permitted when:

1. Uniforms of a nationally recognized youth organization such as JROTC, Civil Air Patrol, or the Boy Scouts or Girl Scouts are worn on regular meeting days.
2. A student wears a button, arm band, or other accoutrement to exercise the right to freedom of speech as guaranteed by the First Amendment, unless the button, arm band, or other accouterment signifies or is related to gangs, gang membership or gang activity.
3. The wearing of a school uniform violates a student's sincerely held religious belief.
4. A student's parent or guardian has secured an exemption from the uniform policy by following the procedures set forth below.

g. Parents or guardians are permitted to exempt their children from the uniform program by the following procedure:

1. Parents should be notified of the exemption procedure.
2. A request is made by mail or in person by the parent or guardian for an Application for Exemption from the Uniform Program ("Application"). The parent or guardian may obtain an Application at the student's school site.
3. The Application is completed in full and submitted to the school principal.
4. The school principal or other designated administrator meets with the parents to discuss the uniform policy and the nature of the objections to the policy. The purposes of this meeting include: (a) ensuring that the parents or guardians understand the reasons for, and goals of the uniform policy; (b) verifying the accuracy of the information on the Application; and (c) preventing fraud or misrepresentation.

SECTION VI PROCEDURES RELATING TO DISCIPLINARY ACTIONS

Each school and classroom in the school District of Manatee County is required to develop their own behavior plans, which support the unique needs of their students, families, and communities. Common disciplinary actions at each school may include, but not be limited to the following:

Loss of Privilege
For a specified period of time, you may lose a privilege on campus. These privileges include, but are not limited to ~~recess~~, parking, use of technology, extracurricular activities, and assemblies.

Disciplinary Probation/ Check-in/Check-out
For a specified period of time, you are assigned to report frequently to a staff member who will assist in monitoring your adjustment to the school situation.

Detention/Extra School
You report to an assigned location at your school for a specified period of time before or after school for supervised study hall activities. Extra school is not intended to interfere with your regular class schedule.

Fine/Restitution
You may be given a written citation by the School Resource Officer and required to pay a fine if

you are caught smoking or in possession of tobacco. You may be required to pay restitution for any damage you may have caused to School Board property.

Student Work Assignments
If your parent and a school administrator agree, the administrator can assign you to a work detail at the school. The principal will decide who will supervise your work.

Saturday School
You may be required to attend Saturday School if an administrator has contacted your parent at least twenty-four (24) hours in advance.

In-School Suspension
You may be assigned to a specific location at your school during the school day where you will be required to continue your regular academic coursework. This assignment may be for a single period (usually referred to as Time Out), all day, or for multiple days. Time Out may also be used in lieu of detentions, when transportation or other issues prevent their assignment.

Classroom Removal
Your teacher may require that you be removed from class if it has been documented that your behavior has seriously disrupted the teaching or learning in the classroom. If you are removed from a class, the principal may place you in another appropriate classroom, in-school suspension, an alternative education program, or the principal may recommend you for suspension or expulsion. You cannot be returned to that teacher's classroom unless the teacher consents or a school-based placement review committee has determined that doing so is the best or only available alternative. A decision on whether to return you to the classroom must be made by the teacher or the committee within five days of the removal.

MAJOR DISCIPLINARY ACTIONS
In order to protect the rights of all students and staff, certain procedures are followed with regard to major disciplinary actions. These procedures are developed as suggested or required by law or regulation. School/classroom procedures for administering discipline in areas not covered by these specific procedures are encouraged.

School Bus Suspension
You can be denied the privilege of riding a school bus by the principal or designee for up to 10 school days. Suspension from the school bus may be imposed only by the principal or designee by following the procedures for suspension from school.

Out-of-School Suspension
You have the right to attend school and have an opportunity to learn. You may lose that right if you violate the District Code of Student Conduct or a school rule. You lose the right to attend school by being suspended or expelled. You can be suspended from school for up to ten (10) days at a time. If you are suspended you cannot be on school grounds or on any Manatee School District property, nor can you attend any school activities. You cannot be suspended for skipping class or school or for excessive tardiness. However, you may be suspended for failure to serve consequences assigned for skipping or tardiness. When OSS is deemed appropriate, the district does offer an Alternative To Out of School Suspension (ATOSS) program that is housed at two different locations. You are responsible for transportation to ATOSS however, it does offer a structured and supervised environment where assignments may be communicated and submitted

to your regular teachers.

OUT-OF-SCHOOL SUSPENSION Q & A

Q. Who can suspend you?

A. The principal or someone designated by the principal can suspend you.

Q. How long can you be suspended?

A. You can be suspended from school for one school day or up to ten (10) school days. School principals or designees may not impose suspensions of undefined lengths, pending a parent conference or other stipulations.

Q. What happens before a suspension?

A. When the principal or designee becomes aware that a student may have broken a rule in the District Code of Student Conduct or a school rule, he or she will investigate by talking to students, teachers or others who may know something about what happened. Even if you are not one of the students who may have broken the rule, the principal or designee may talk to you as part of the investigation. After talking to people who were involved or witnesses, the principal or designee will determine who he or she thinks broke a rule.

Q. What if the principal or designee determines you broke a rule?

A. As soon as possible, the principal or designee will talk to you and tell you that you are accused of breaking a rule in the District Code of Student Conduct or a school rule. You also will be given written notification, such as a disciplinary referral, which tells you the same thing. You will be told why it is believed that you have broken the rule. After this happens, you should know what you are accused of doing and what evidence there is that supports the accusations.

Q. What happens next?

A. You will then have an opportunity to tell the principal or designee your side of the story. You can ask that he or she talk to someone you think may know something about what happened. You can give the principal or designee a written statement to read. After listening to you and reading anything you have provided, the principal or designee may talk to the people you named and anyone else who might have knowledge about the situation, as may be appropriate in the opinion of the principal or designee. After that, the principal or designee will decide if you have broken a rule in the District Code of Student Conduct or a school rule. If he or she decides you have broken a rule, the principal or designee will then determine whether you should be suspended from school, and if so, for how long. You will be told about this decision.

Q. Will my parents know?

A. Prior to the beginning of the suspension, the principal or designee will attempt to telephone your parents and let them know about the suspension. If your parents cannot be reached by telephone, then the principal or designee will record the dates and times contact was attempted. Also, within 24 hours of the decision, a letter will be mailed to your parents informing them of the suspension. If you or your parents claim you did not receive the letter, it will not change the suspension. You will be given another copy of the letter if you request one.

Q. Can you appeal a suspension?

A. You can request the principal reconsider the evidence and decision. However, the principal's decision to suspend a student is final.

Q. How do I make up my work while on suspension?

A. You are required to obtain your work. The following means are available: 1. Ask fellow students to obtain the class work for you. 2. Contact your teacher via email or phone. 3. Access teacher websites or weekly assignment sheets, if available.

All makeup work is due on the day of your return from suspension. In the case of in-class activities such as labs, tests, quizzes, class projects, etc., the teacher will determine a reasonable amount of time for assignments to be completed.

Disciplinary Reassignment

The School District of Manatee County offers an alternative program for students who struggle with behavioral issues in their current setting or create a concern for the safety of others. Pursuant to School Board policy, the Superintendent of Schools or designee may decide to reassign you, if it is determined to be in your best interest, or the best interest of the school. If your actions create a concern for the safety and welfare of any student or staff member or substantially interferes with the safe and orderly operation of a school, you are eligible for reassignment to an alternative program under the School Safety reassignment process, regardless of any current or past patterns of behavior. These acts would normally involve

infractions such as battery on a school board employee, causing substantial injury or mental distress to others, threats to commit acts of violence, sexual misconduct, weapon or drug-related behaviors, or any variety of criminal acts committed on a school campus. Likewise, being charged with an off-campus criminal act by law enforcement, which creates a concern for the safety and welfare of students or staff, or which substantiates a pattern of unsafe behavior may result in a School Safety reassignment, per ss 1006.09, 1006.147, and 1006.13.

You may also be referred for a School Safety Reassignment to the alternative program for persistent behaviors which substantially disrupt the learning environment and are not mitigated through school-based interventions. Such behaviors may include interfering with instruction; the use of profane or offensive language or gestures; disrespect towards school staff; defiance of school staff; theft, destruction, or improper use of school equipment; possession of contraband or prohibited items; or continually being out of area. You may also be referred for reassignment for patterns of behavior which substantially interfere with the educational rights of other students. These behaviors may include acts such as bullying, harassment, extortion, threats, theft, fighting, or any conduct which is disruptive to the orderly educational process in the classroom.

If you are assigned to an alternative program for disciplinary reasons, you cannot be present on any other school grounds or on any Manatee School District property at any time. If you have been reassigned to an alternative program for disciplinary reasons, you may instead choose to attend another school outside the district. However, your academics, attendance, and behavior must be evaluated in a physical setting with peers in order to return to any Manatee County school. Virtual or purely online programs are not an acceptable alternative without specific review and authorization from the district office of Drop-Out Prevention and Alternative Programs.

Expulsion

You can be expelled (excluded) from school by the School Board for the remainder of a school term or school year and one additional year of attendance. During the time you are expelled, you may or may not receive educational services. Students who commit violent acts that involve the use of a firearm as defined in the Code of Student Conduct will be expelled, with or without educational services. All other students will be evaluated on a case-by-case basis and where possible, recommendations for diversionary or intervention programs will be made in lieu of arrest or expulsion.

EXPULSION AND DISCIPLINARY REASSIGNMENT Q & A

If you are found to be guilty of a severe breach of conduct or are guilty of continuing misconduct, the principal or designee may suspend you for up to 10 days after following the suspension procedures and recommend to the Superintendent or designee that you should be expelled or reassigned to another school or program. All alternative placements and expulsion recommendations for students with disabilities are made by the appropriate IEP or 504 team.

Q. What happens if the principal recommends reassignment to another school or program?

A. The principal will refer the case to the Office of Drop-Out Prevention and Alternative Programs to determine whether it should move forward or be declined. If approved, you will either be directly assigned to another school or program or have your case go before the School Safety Reassignment Committee for deliberation. Any vote by the committee will be the recommendation made to the Superintendent or designee. Should you be reassigned, you will be provided information concerning the school or program and instructions on how to enroll.

Q. What is the School Safety Committee?

A. A group of district and school administrators which evaluate the facts of each case and the student's history to make recommendations for reassignment to an alternative program. The Committee is additionally charged with evaluating the interventions attempted by the school, prior to the reassignment referral being submitted.

Q. Can the recommendation of the committee be appealed?

A. You may appeal the decision to the Office of Alternative programs and Drop-out Prevention. Facts of the case must be appealed to the principal if the reassignment referral is being forwarded by the school for on-campus behavior.

Q. What happens if my principal recommends expulsion?

A. Your principal may recommend an expulsion to the Director of Student Services. The Director will in turn listen to the facts of the case and make a recommendation to the Superintendent. However, only the School Board can expel a student. If the Superintendent agrees with the recommendation, the District General Counsel or designee will inform your parents in writing about the recommendation and why expulsion is being recommended. The notice will additionally inform your parents they can request a hearing.

Q. What happens if my parents do not request a hearing?

A. The School Board will take final action on the recommendation for expulsion without a hearing. By not requesting a hearing, you are admitting that you did what you were accused of doing.

Q. What happens if I request an expulsion hearing?

A. The School District General Counsel will notify you when and where the hearing will be conducted. The Office of Dropout Prevention and Alternative Programs will inform your

parents of the procedures involved and your procedural rights. At the hearing, the General Counsel, on behalf of the Superintendent, presents the evidence in support of the recommendation for expulsion. You, your parents, your attorney or other qualified representative will be permitted to cross examine witnesses and offer evidence on your behalf, including your testimony. The cost of your attorney will be your parent's responsibility. Your parents may elect to have the hearing open or closed to the public.

Q. What procedures govern the expulsion hearing?

A. The expulsion hearing is governed by sections 120.569 and 120.57(2), Florida Statutes. A copy of those sections will be provided to you upon request.

Q. What happens after the expulsion hearing?

A. The School District General Counsel will submit to the School Board a recommended order consisting of findings of fact, conclusions of law, and a recommendation on the expulsion. You, your parents, or your attorney will have an opportunity to submit written objections to the recommended order. The School Board is limited on what it can do with respect to the recommended order by section 120.57 (1), Florida Statutes.

Q. Who makes the final decision to expel me?

A. The School Board will make the final decision on whether you should be expelled and if so, for how long. The School Board will also decide if you will receive educational services during your expulsion. Your parents may elect to have the School Board meeting open or closed to the public.

Q. How long can the School Board expel me?

A. You can be expelled for the remainder of the current school year and one additional school year. A student who is serving an expulsion during the last semester of his or her senior year may not participate in the graduation ceremony.

Q. Can I appeal the School Board's decision to expel?

A. You can appeal the School Board's decision to the Second District Court of Appeal in Tampa. You must do so within 30 days of the time you are expelled; you may or may not receive educational services.

Felony Arrests

Students are required to self-report any felony arrest to their principal within 48 hours of the arrest. An arrest that would be a felony if the student were an adult must also be self-reported. The principal will review information about the arrest to determine, after conferring with the Executive Director of School Management, whether the student should be suspended from all extracurricular activities and possibly suspended from school, or reassigned to an alternative placement. Failure to self-report such an arrest may result in suspension from all extracurricular activities for a minimum of one calendar year and suspension from school or reassignment to an alternative placement.

Extension of Ten-Day Suspension

If the principal suspends you for 10 days, the Superintendent may extend your suspension until the outcome of the criminal charges that have been filed against you. During your suspension, pending the outcome of the criminal charges, you will be assigned to an alternative educational program.

Criminal Victimization

In accordance with F.S. 1006.13, students who are found to have committed certain felony offenses against another student are prohibited from attending the same school or riding on the same school bus with the victim or the victim's siblings. According to F.S. 1006.13(5)(d), "The

offender, or the parents of the offender if the offender is a juvenile, shall arrange and pay for transportation associated with or required by the offender's attending another school or that would be required as a consequence of the prohibition against riding on a school bus on which the victim or a sibling of the victim is riding. However, the offender or the parents of the offender may not be charged for existing modes of transportation that can be used by the offender at no additional cost to the District School Board."

Corporal Punishment

The use of corporal punishment is prohibited. This prohibition extends to parents or guardians on school grounds.

REPORTS TO LAW ENFORCEMENT AGENCIES

The School Board views disruptive and criminal acts, and those which may affect the health, safety and welfare of, or pose a legitimate threat to those on a school campus, as extremely serious in nature. In addition to disciplinary action administered at the school level, certain acts are expected to be reported to law enforcement as required by the State Attorney Office. The actions of law enforcement do not dictate the corrective measure enforced by the school.

LIMITED ROLE OF LAW ENFORCEMENT

To help avoid the unnecessary criminalization of our students, law enforcement action should be limited to situations when it is necessary to protect the physical safety of students and staff or appropriate to address criminal activity. Law enforcement involvement should not be requested in a situation that can be safely and appropriately handled by a school's internal disciplinary procedures.

THE COACH AARON FEIS SCHOOL GUARDIAN PROGRAM

Like law enforcement, school guardians hired through the Coach Aaron Feis School Guardian program in Manatee County are in place to help ensure the physical safety of our students, staff, and school community. School guardians are not to be involved in student discipline matters unless it is a matter of safety. School guardians additionally have no authority to act in any law enforcement capacity, except to the extent necessary to prevent or abate an active assailant incident.

REPORTS TO DEPARTMENT OF CHILDREN AND FAMILIES (DCF)

All employees of the District have the responsibility to report all actual and suspected cases of child abuse, abandonment or neglect. They also have the responsibility to comply with child protective investigations and all other provisions of law related to child abuse, abandonment or neglect. All employees of the District shall have immunity from liability if they report such cases in good faith. Abuse is defined as "any willful act or threatened act that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the child's physical, mental or emotional health to be significantly impaired."

REFERRALS TO MENTAL HEALTH AGENCIES

If you present a concern for the safety of others, due to your actions or words, as determined by your school or district administration, law enforcement, or a threat assessment team, you will be referred for mental health services, per F.S. 1012.584. These services may be provided on campus or through off-campus mental health providers that partner with our district. In the event you present an immediate concern for the safety of yourself or others, the Marchman or Baker

Acts may be enacted (see Page 4) to ensure an appropriate mental health examination and intervention(s) occur. This may result in an involuntary examination and removal from campus, pursuant to F.S. 394.463. Such contact may be in person by a mental health professional or using telehealth as defined in F.S.456.47.

SELF-REPORTING UPON INITIAL REGISTRATION

Upon initial registration in any district school from another district, state, charter, home or private school, you are required per F.S. 1006.07 to self-report any previous school expulsions, prior arrests resulting in charges, Juvenile Justice actions, and referrals to mental health services. You are also required to report any placements in an alternative setting for disciplinary or safety reasons. Students found to have been expelled or placed in an alternative program in lieu of expulsion from another school or district may serve any remaining duration of the original expulsion as outlined in F.S. 1006.07.

SECTION VII IMPORTANT POLICIES AND PROCEDURES

MEDICATION POLICY

Taking legal medications (prescription drugs prescribed for you or over-the-counter drugs) at school, on a school bus, at any school activity, or on any field trip must strictly comply with this Medication Policy. This policy requires the following:

a. You should make every effort to administer medications at home during non-school hours.

b. All medications (including over-the-counter medications, vitamins and supplements) must be prescribed by a licensed physician and must be retained in the school clinic.

c. For each medication to be administered, your parent must provide the principal or clinic staff with a written statement giving the principal or the principal's designee permission to assist in the administration of the medication. The written statement must explain the reason it is necessary for the medication to be provided during the school day.

d. The written statement shall be on a Medication Authorization Form which can be obtained from the school's office and must be signed by both a physician and a parent or guardian before medications can be administered at school.

e. You may not transport medications to school or be in possession of any medications while on school property.

f. An authorized adult must bring the medication to be administered to the school's office and deliver it along with a completed Medical Authorization Form.

g. Possessing medications prescribed to others is illegal and considered a Level 3 offense.

h. Students with any of the following medical conditions may carry and self-administer the medications or supplies listed below to attend to their conditions while at, or in transit to or from, school or school-sponsored activities, if the school has been provided written parental and physician authorization in advance:

Student's Medical Condition:	Student May Carry and Self-Administer:
Life-threatening Allergies or Asthma	An epinephrine auto-injector
Asthma	A metered dose inhaler
Pancreatic Insufficiency	A prescribed pancreatic enzyme supplement
Diabetes	Diabetic supplies, equipment, and specific food items identified in the written authorization along with a description of the activities the student is capable of performing without assistance, such as blood-glucose level checks, urine ketone testing, administering insulin, and treating hypo-or hyperglycemia.

CONTROLLING THE SPREAD OF COMMUNICABLE DISEASES

The School Board recognizes its responsibility relative to student, employee, and visitor health and safety. In order to protect the health and safety of the students, District personnel, and the community at large, the Board shall follow all State statutes and Health Department regulations which pertain to immunization under Policy 5320, and other means for controlling communicable disease spread through normal interaction in the school setting as set forth in Policy 8450.

CRISIS PROTOCOL

Providing a safe and secure environment for our students to learn is the top priority of the School District of Manatee County. Measures have been taken to ensure our staff and students are prepared in the event a crisis situation occurs in one of our schools. A comprehensive Crisis Management Plan has been created to guide our staff through a wide variety of situations. Fire drills, tornado drills, lock-down drills, and shelter-in-place drills are practiced at each site to ensure routines and safety procedures are well established and familiar to all.

In a shelter-in-place, all school doors will be locked and regular classroom instruction continues behind the locked doors. In a lock-down, all school doors are locked and all students and staff are out of view. Classroom instruction is discontinued.

What parents need to know during either crisis:

a. Please DO expect to be notified with a special parent advisory sent home from the school and/or with a telephone message from our telephone notification service when the school is able to provide accurate information and/or the incident is resolved.

b. Please DO cooperate with school and/or district directives.

c. Please DO consult local media for regular updates about the incident. Listen for information updates on local radio and television stations. You may be directed to an off-campus parent staging area for the latest information regarding a campus crisis.

d. Please DO NOT call the school because phone lines will be needed for emergency

communication.

e. Please DO NOT call your child's cell phone because cell phones are not to be used during a crisis.

f. Please DO NOT go to the school if a crisis situation should occur. Roads are closed, doors are locked and campuses are off-limits to anyone other than authorized personnel.

Pursuant to F.S. 120.54, in the event of an emergency, the Superintendent or the School Board can enact additional rules governing student conduct which shall be enforced as included in this Code of Student Conduct.

Unannounced Lock-down Drills

The principal may conduct unannounced lockdown drills from time to time and will inform parents after the fact about the drill by way of automated telephone calls.

STUDENT AND FAMILY REUNIFICATION PLAN

In case of a school emergency or a natural disaster, you need to be aware of our school's plan for releasing your child. First and foremost, remain calm. Remember, it is our primary concern that students remain safe at all times, and there is a plan for an orderly dismissal and release of our students. When you learn your child's school is in a lockdown situation or any other emergency situation, do not call the school and do not come to the school. Staff will be very busy during an emergency and will not be able to attend to the safety of your children if they have to answer your phone calls. If you come to the school during an emergency, in all likelihood you will not be allowed into the school or even into the inner perimeter set up by emergency responders. The presence of hundreds of parents showing up on the scene will hinder the efforts of emergency responders, which in turn may jeopardize the safety of your child. Instead, if the situation warrants the release of students, direct notification to your listed emergency contact numbers as well as the use of local news media will provide instructions on when and where the release will take place. Students may be bused to an off-site location for their release to parents.

Once an "all clear" is given at the school, and if there is a need to release students for the day, the Student and Family Reunification Plan will be put into place. For the safety of every child, we must document to whom each child is released. Students will only be released to a parent, guardian, or childcare personnel as designated on your child's school *Contact, Medical, and Emergency Form*. When you arrive at the facility where students will be released, proceed to the designated area and plan to do the following:

- Fill out a Student Release Form.
- Present photo identification.
- Move to the Student release area and wait for your child.
- A runner will go to the assembly area, get your child, and bring him or her to the release area. Be prepared to show your ID again.
- Sign for the student and depart. **REMINDER: Your child will be released only to those listed on the *Contact, Medical, and Emergency Form*. It is therefore imperative you keep information on your child's *Contact, Medical, and Emergency Form* up to date, including your cell phone number or other emergency contact information. Please note that if for any reason your child is not picked up, he or she will be placed in an alternate place of**

safety. These procedures should be shared with everyone you list on the *Contact, Medical, and Emergency Form* so they are familiar with our plan and these concerns. If you have any questions about the Student and Family Reunification Plan, contact your child's school principal.

REGISTER YOUR EMERGENCY CONTACT INFORMATION TODAY!

The school district, in cooperation with TIFF (To Inform Families First) urges you and your family to register your emergency contact phone numbers TODAY. In the event of an emergency, families can be notified more quickly through this service. On the Internet, simply log onto the following website as follows:

www.hsmv.state.fl.us

Click ONLINE SERVICES - EMERGENCY CONTACT INFORMATION

For more information on this important initiative click on:

www.toinformfamiliesfirst.org

ELECTRONIC EQUIPMENT

If you are in possession of non-district issued electronic items at school, they may only be used before the morning bell rings and after school, unless your school has adopted a policy further allowing or restricting the use of personally owned electronic devices. In all other instances, **they are to be kept turned off and out of sight on school grounds** unless an administrator or designee gives permission to use the device. Teachers may also allow students to utilize their personal electronic devices for the completion of specific assignments, as a component of their coursework. These electronic devices include, but are not limited to, the following:

- music playback or streaming devices
- camera
- cellular phone (including the camera that may be part of the phone)
- video or digital recorder
- video gaming devices
- computer or tablet (unless specifically authorized for academic purposes)
- Smartwatches or other smart devices that may or may not connect to the Internet
- Earbuds or headphones

If this rule is violated, an administrator may ask you to surrender the device and will hold it until you or your parent comes to retrieve it. Refusal to surrender the device will be considered defiance and will result in appropriate administrative action. If the item is not picked up by July 1st following the end of the school year, the item will be deemed abandoned. Each school will determine what to do with abandoned items. Neither the school nor school staff members are responsible for any such items if they are lost, stolen, broken or damaged.

A student may not electronically record a teacher or a class without the teacher's written permission. Additionally, students may not record or post to the Internet recordings of fighting, acts of bullying, assault, or battery, whether staged or real.

During any district, state, or federally required assessment administration, if you are found with

an electronic device that reproduces, transmits, calculates, or records (e.g., a cell phone, camera, or calculator) in your pocket, at your desk, or within your reach during testing, your test will be invalidated. Additionally, the device will be confiscated and you will be disciplined.

If school officials have reasonable suspicion that electronic items contain evidence of a violation of the Code of Student Conduct, or criminal activity, they may conduct a search of the contents of the electronic item.

TECHNOLOGY AND INTERNET SAFETY POLICY

Technology is an integral part of your educational experience and must be used in a way that is consistent with the goals of the School District of Manatee County (SDMC). Technology includes, but is not limited to, computers, tablets, other electronic devices, software, email, the Internet, and other network resources. Your use of technology is a privilege and you are responsible for using it appropriately. This includes use of district technology while off school property. The following are improper uses of technology:

a. Photographing, recording, or using images of any person without their knowledge or consent.
b. Accessing pornographic or obscene images, language or materials, including screen savers.
c. Transmitting any material in violation of federal, state, local law, School Board policy, regulation, or the District Code of Student Conduct. This includes, but is not limited to: copyrighted material; threatening, obscene or pornographic material; test questions or answers; student work products; trade secrets; and computer viruses or malware.
d. Using technology for commercial activities unless explicitly permitted by the School Board.
e. Modifying the original SDMC pre-set software image including, but not limited to: loading software applications not authorized by SDMC; changing the computer name; changing or removing operating system extensions; altering security/filtering software; altering the pre-loaded operating system or application; or taking apart the computer for access to internal parts.
f. Downloading music, games, or videos at any time on a district computer.
g. Using cellular phones or other wireless communication devices during unauthorized times of the school day. Cellular phones, tablets, and other electronic devices may only be used on campus before or after school, unless your school has different policy restrictions or you have permission from an administrator or designee.
h. Using email, instant messaging, texting, web pages or other technology operations to threaten, disrupt, or interfere with the safety and welfare of the school community, including engaging in cyber-bullying, harassment, or “sexting.”
i. Gaining or attempting to gain unauthorized access to SDMC networks, computer servers, or data files.
j. Gaining or attempting to gain unauthorized access to non-SDMC networks, computer servers, or data files utilizing SDMC equipment.
k. Using profanity, obscenity, or other language which may be offensive to another person, or reposting personal communications without the author’s prior consent, when using

computer network access.

l. Downloading or printing any material that deemed inappropriate by the School District.
m. Attempting to log on to the SDMC network or other district-affiliated systems using another's identity or password.
n. Sharing of logins and passwords to the SDMC network.
o. Bypassing or attempting to bypass SDMC filtering software.
p. Unauthorized disclosure, use and dissemination of personal information regarding students, unauthorized online access by students, including hacking and other unlawful activities and access by students to inappropriate matter on the Internet is prohibited.

NOTE: There is no right or expectancy of privacy on District provided or owned technology. School officials may review any information or files on such technology at any time.

Use of Social Media

The School District of Manatee County allows schools, students, teachers and staff to use social media for enhancing classroom learning and communication among members of the SDMC community. Your use of District-approved social media platforms must be consistent with all aspects of this Code of Student Conduct.

For School Board Policies regarding student use of social media, please see Policy 7544 "Use of Social Media," as well as Policy 7540.03 "Student Technology Acceptable Use and Safety." Those policies can be found in the School Board Policy Manual on the School District website at https://www.manateeschools.net/Page/2186. For Student Social Media Guidelines, please visit the "Parents and Students" page of the School District website at www.manateeschools.net.

DISCLAIMER OF RESPONSIBILITY FOR PERSONAL PROPERTY

Although the school attempts to maintain a safe and secure environment, theft and loss do sometimes occur. All personal property in possession of the student should be identified with the student's name. The school disclaims responsibility for any lost, stolen, broken or confiscated property. Parents send and students bring such items to school at their own risk. Students are expected to turn in to the office any found items.

ATHLETIC ELIGIBILITY

If you are in grades 6-12, you may be eligible to participate on athletic teams in interscholastic athletic contests as a representative of a school, provided you are a bona fide student of that school and meet the following requirements:

High School Eligibility Requirements

1. Must be regularly enrolled and in regular attendance at school. Charter school students, home education students (including FLVS Full-time) and private school students meeting criteria under F.S. 1006.15 may participate at their home zoned school or at another district school provided they have exercised school choice to that school through the district's controlled open enrollment process.

2. A student not currently suspended from interscholastic or intrascholastic extracurricular activities, or suspended or expelled from school, pursuant to a district school board's suspension or expulsion powers provided in law, including Florida Statute Sections 1006.07, 1006.08, and 1006.09, is eligible to participate in interscholastic and intrascholastic

extracurricular activities.

3. A student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets the criteria in F.S. 1006.15(3)(h).

4. A student's eligibility to participate in any interscholastic or intrascholastic extracurricular activity may not be affected by any alleged recruiting violation until final disposition of the allegation, pursuant to F.S. 1006.20 (2)(b).

5. Any violation of school discipline policies or the District Code of Student Conduct may be considered for exclusion as eligibility standards to participate in extracurricular interscholastic or intrascholastic activities.

6. A student must have a cumulative 2.0 grade point average on a 4.0 unweighted scale, or its equivalent, at the conclusion of each semester to be academically eligible during the next semester (F.S. 1006.15(3)(a)1). Academic eligibility or ineligibility is determined on a semester basis. A student who is academically eligible at the beginning of a semester will continue to be academically eligible for that entire semester. Likewise, a student who is academically ineligible at the beginning of a semester will continue to be academically ineligible for that entire semester, except as provided in Bylaw 9.4.5.1.2.

Middle School Eligibility Requirements

1. Must be regularly enrolled and in regular attendance at school. Charter school students, home education students (including FLVS Full-time) and private school students meeting criteria under F.S. 1006.15 may participate at their home zoned school or at another district school provided they have exercised school choice to that school through the district's controlled open enrollment process.

2. Must carry a normal class load, maintain satisfactory classroom work (minimum 2.0 grade point average on previous quarter's report card) and maintain a satisfactory conduct record (no 4's in Citizenship on the previous quarter's report card). Sixth grade students are exempt for soccer only.

3. Must be less than 15 years 9 months of age. On the day a student reaches this age, regardless of when that day is, the student becomes ineligible to participate on the middle school level.

4. Must obtain signed permission from his/her parents or guardian on a form provided by the school.

5. Must have a school physical on file with the school.

6. Must be an amateur. This means that the student must not accept money, gift or donation for participating in a sport, or use a name other than his/her own when participating.

7. Must display good sportsmanship and follow the rules of competition before, during, and after every contest in which the student participates. If not, the student may be barred from participation for a period of time.

8. Must not provide false information to gain eligibility.

9. All non-traditional student eligibility will be determined on a semester-by-semester basis.

10. A student may not participate if serving an out of school suspension the day of competition.

11. A student must attend a minimum of one-half of a day of school to practice or participate in an athletic contest.
12. All participants must have appropriate paperwork (physical form and parent consent form) on file in the athletic director's office before the beginning of the All-Star Tournament.
13. A student transferring into a school must meet eligibility requirements. The student cannot take the spot of an existing team player on the roster.

Athletic Student Transfer Eligibility

A student who transfers is immediately eligible, as long as all other eligibility requirements are met. Students may not participate in the same sport in the same year at more than one school, unless one of the following exceptions are met:

1. Children of active duty military whose move resulted from military orders.
2. Children relocated due to foster care placement or McKinney —Vento Act.
3. Children who move due to a court-ordered change in custody due to separation, or serious illness or death of custodial parent.
4. Good cause policy in district or charter (district placement).

Per F.S. 1006.15, the School District of Manatee County has defined just cause for immediate eligibility as:

a) Special Assignment by Superintendent, or Office of Student Assignment.

b) Move to a new residence following the marriage of the student. The student immediately establishes a new residence that makes it necessary to attend a different school.

c) Reassignment by District School Board or Charter School Board.

d) Transfer of school within the first twenty days of a semester in acceptance of a seat (first opportunity to enroll) into a previously applied for magnet program.

e) Any other athletic eligibility appeal ruled upon by the Athletics Review Committee to intervene and make a decision on a case brought before the board by the Supervisor of Athletics. All decisions will be given within 10 school days from the date of the appeal.

Attendance

A student must be in attendance a minimum of one-half day on the day of competition or the day prior if the contest falls on a non-school day, unless documented (doctor's note, field trip, subpoena, etc.), to practice or participate in a contest on that day unless approved by the Principal or designee.

Dismissal / Quitting a Team

Any athlete or manager who is suspended from a team, voluntarily quits a team or is dismissed from a team for disciplinary reasons is not permitted to go out for another sport while the original sport is still in season. The season is officially over when the team plays the last game of the season. A season is defined as the first day of practice through the last play-off game.

Out of School Suspension

Students who are serving out of school suspension are not allowed to participate in any athletic activities until they have returned to regular class attendance for one full school day. Students who are suspended for a total of 10 or more days (cumulative or single incident) in a school year will be subject to an administrative review to determine eligibility to participate in any extracurricular

activities. The administrative review will encompass the incident or infraction, discipline, academic, and attendance history, and conference with the student and others involved. Based on the results of the review, the student may be ineligible to participate in any extracurricular activities for a period not to exceed 180 school days from the incident. If after the review process, the student is determined to be ineligible he or she may not participate in any event or activity as a representative of the school. These events or activities include but are not limited to: athletics, marching band, concert band, orchestra, choir, drama, JROTC competition teams, and or clubs or organizations sponsored by the school's faculty or staff. A student may appeal the 180-day suspension after 90 school days. The appeal must be in writing to the principal. The appeal process will take into consideration the student's attendance, grades, discipline, teacher comments, any other pertinent information, and student interview during a parent conference. The suspension from extracurricular activities will not be less than 90 school days. Should the suspension from extracurricular activities be changed to a period of time less than 180 school days, the student will be on probation until the conclusion of the 180-school day period.

Criminal Offenses

1. Criminal Charges: After a hearing with the principal, a student charged with a criminal offense will be suspended from extracurricular or co-curricular activities by the school principal until the charge is adjudicated.
2. Adjudication Withheld: A student who has been suspended from extracurricular activities because of a criminal charge may be reinstated at the principal's discretion if adjudication is withheld.
3. Felony: A student's conviction in "adult" court or judgment of "delinquency" in a juvenile court for any act that would have been felonious in "adult" court will mandate loss of eligibility to participate in any student activity for the duration of the years enrolled in a Manatee County public high school from the time of conviction. After one calendar year following conviction, the student may request a review of his/her eligibility by the principal.
4. Misdemeanors: A student's conviction in "adult" court or judgment of "delinquency" in a juvenile court for the following misdemeanors (assault or battery, possession of concealed weapons, lewdness or indecent exposure, theft, drug possession/sale) will mandate loss of eligibility to participate in any student activity for six months from the time of conviction. After three calendar months following conviction, the student may request a review of his/her eligibility by the principal.

Drug and Tobacco Use

1. No use of tobacco products. For the first offense a one game suspension will occur. The second offense will result in dismissal from the team.
2. An athlete knowingly possessing, using, transferring, or being under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, or intoxicant of any kind, or any facsimile regardless of content, on or off campus, will be suspended from athletic participation for 180 days. A student may appeal the 180-day suspension after 90 school days. The appeal must be in writing to the principal. The appeal process will take into consideration the student's attendance, grades, discipline, teacher comments, any other pertinent information, and student interview during a parent conference. The suspension from extracurricular activities will not be less than 90 school days. Should

the suspension from extracurricular activities be changed to a period of time less than 180 school days, the student will be on probation until the conclusion of the 180 school day period.

Homeless Student Rights under the McKinney-Vento Act

Under the McKinney-Vento Act, homeless students have the right to attend school, regardless of the location where they live or the length of time at that location. The student is to be enrolled immediately, regardless of whether the appropriate records required for enrollment are presented. The school will refer the parent/guardian to Project Heart, which will help in obtaining the required records. Students eligible under the McKinney-Vento Act have the right to continue in the same school they attended before their housing situation changed, or the school last attended, as well as receive assistance with transportation to that school of origin. Furthermore, the students are allowed to attend the school of origin for the rest of the school year, even if they obtain permanent housing during the school year.

If a student who is eligible under the McKinney-Vento Act is sent to a school other than the school of origin, a reason must be provided in writing, along with the process for appealing such a decision. The student may remain in the school of origin during the appeal. If it is proven the student was not eligible for McKinney-Vento Act rights and services, but the parent/guardian accepted goods, services or special rights, including free school lunches, school fraud rules will apply. The parent will be notified in writing and provided the process for disputing the charges of fraud.

SECTION VIII **PUBLIC NOTICES**

PUBLIC NOTICES

The Family Educational Rights and Privacy Act (FERPA), affords parents and students over 18 years of age (“eligible students”) certain rights with respect to the student’s education records. These rights are:

The right to inspect and review the student’s education records within 30 days of the day the School receives a request for access. Parents or eligible students should submit to the school principal a written request that identifies the record(s) they wish to inspect. The school official

will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

The right to request amendment of the student’s education records that the parent or eligible student believes is inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA. Parents or eligible students who wish to ask the school to amend a record should write the school principal, clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

The right to privacy of personally identifiable information in the student’s education records,

except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff); a person serving on the School Board; a person or company with whom the school has outsourced services or functions it would otherwise use its own employees to perform (such as an attorney, auditor, medical consultant, or therapist); a parent or student serving on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an educational record in order to fulfill his or her professional responsibility. Upon request, the school discloses education records without consent to officials of another school in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with requirements of FERPA. The name and address of the Office that administers FERPA are:

FAMILY POLICY COMPLIANCE OFFICE
U.S. DEPARTMENT OF EDUCATION
400 Maryland Avenue,
SW Washington, DC 20202-8520

Annual Notice: Students with Disabilities

Parents have the right to:

a. Have your child take part in, and receive benefits from, public education programs without discrimination due to his/her disabling condition(s).
b. Receive prior notice with respect to identification, evaluation, or educational programming for your child.
c. Have your child receive a free appropriate education.
d. Have your child receive educational services in facilities which are comparable to those provided to non-handicapped students.
e. Examine your child's educational programming decisions made, based on a variety of information sources and by persons who know the student and who are knowledgeable about the evaluation data and placement options.
f. Have transportation provided to and from an alternative placement setting (if the setting is a program not operated by the district) at no greater cost to you than would be incurred if the student were placed in a program operated by the district.
g. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by the district.
h. File a local grievance with the local school district's grievance officer.
i. File a complaint with the Office for Civil Rights (OCR).
j. Take action through Civil Court.
k. Be represented by an attorney or legal counsel.
l. Request an impartial hearing regarding district decisions concerning the identification,

evaluation, or educational programming for the students. The parent/guardian and their legal representative will have full opportunity for participation.

- The hearing request must be made to the Superintendent of the District.
- The hearing will be held by an impartial hearing officer qualified to hear 504 proceedings.

Notification of Student Social Security Number Collection and Usage

In compliance with Florida Statute 119.071(5), this statement provides notification of the purpose for the collection and usage of student social security numbers by the School District of Manatee County. According to F.S.1008.386, When a student enrolls in a public school in this state, the district school board shall request that the student provide his or her social security number and shall indicate whether the student identification number assigned to the student is a social security number. However, a student is not required to provide his or her social security number as a condition for enrollment or graduation. A student satisfies this requirement by presenting to school enrollment officials his or her social security card or a copy of the card. The Department of Education shall establish a process for assigning a Florida student identification number to each student in the state, at which time a school district may not use social security numbers as student identification numbers in its management information systems. The Commissioner of Education shall assist school districts with the assignment of student identification numbers to avoid duplication of any student identification number.

Service Animals

Subject to specific guidelines, certification, and authorization by the School District of Manatee County, students with disabilities or other medical issues are permitted to have service animals accompany them during the school day. Service animals are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, alerting people to the presence of potentially deadly food allergens, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Please contact your school administration for initiating the process of using a service animal in any Manatee County school.

Military Transfers

Priority is given to the dependent children of active duty military personnel transferring to the School District of Manatee County. Military transfer priority is granted only at the time of the initial military transfer to the district and does not apply to future county-wide program application periods. By state law, dependent children of active duty military personnel transferring into the district are given first priority for placement at the time of their initial transfer. Students who participated in special programs and extracurricular activities at their transferring schools will be given priority access to the same programs and extracurricular activities when available (Florida Statute 1003.05).

Notification of Availability of School Public Accountability Report

The annual school public accountability report is available online through the Florida Department of Education. Please visit the site and select Manatee County, then the appropriate school.

Video Surveillance on School District Property

In order to maintain a safe environment for students, staff and the public, and to control vandalism and criminal activity on School District property, the District has installed and will utilize video surveillance systems on School District property, including school buses. Any activities recorded on the video cameras may be used for school discipline or for law enforcement purposes. Federal and state law governs disclosure and use of video material, and such material could become part of a student's record.

Student Identification
You must have your student ID on you at all times when you are on a school campus or on any district bus. If your school requires you to wear or otherwise display your student ID, then you must follow all procedures pursuant to that rule. You must also display your student ID and have it scanned, each time you board a district bus.

Pledge of Allegiance
F.S. 1003.44 requires the Pledge of Allegiance be recited at the beginning of each school day. When the national anthem is played or the pledge is recited, students and all civilians shall stand at attention, men removing the headdress, except when such headdress is worn for religious reasons. When the pledge is recited, students shall stand with the right hand over the heart. With a written request by a student's parent or guardian, a student will be excused from reciting the pledge, including standing and placing the right hand over his or her heart. When the pledge is given, unexcused students must show full respect to the flag by standing at attention. When the Junior Reserve Officer Training Corps (JROTC) Color Guard presents the colors for the national anthem or Pledge of Allegiance at a school or district function, the audience is asked to rise before the procession begins from the back of the room. The audience remains standing after the pledge or anthem and during the entire time the Color Guard walks to the back of the room. The audience remains standing until the Color Guard is dismissed.

Moment of Silence
Per FS 1003.45, the principal of each public school shall require teachers in first-period classrooms in all grades to set aside at least 1 minute, but not more than 2 minutes, daily for a moment of silence, during which students may not interfere with other students' participation. A teacher may not make suggestions as to the nature of any reflection that a student may engage in during the moment of silence. Each first-period classroom teacher shall encourage parents or guardians to discuss the moment of silence with their children and to make suggestions as to the best use of this time.

The Hope Scholarship Program
If you have been subjected to a range of violent incidents on campus, to include battery, harassment, hazing, bullying, kidnapping, physical attack, robbery, sexual offenses, assault, threat, intimidation, or fighting, your parents may choose to withdraw you from your zoned school and enroll you in another public school that has capacity, or to request a scholarship to attend an eligible private school. Requests for scholarships to participating private schools is on a first-come, first-serve basis and is subject to available funding and other restrictions, per F.S. 1002.40.

PUBLIC NOTICES WITH PARENTAL OPT-OUT PROVISIONS

Directory Information/Photographs/Publications
FERPA also requires that the School District, with certain exceptions, obtain written parental

consent prior to the disclosure of personally identifiable information from a child's education records. However, the School District may disclose appropriately designated "directory information" without written consent, unless the parent has advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the School District to include this type of information from a child's education records in certain school publications. Examples include:

- A playbill, showing a student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks and law enforcement agencies. If parents do not want the School District to disclose directory information from their child's education records without prior written consent, they must notify the District in writing by September 15 of each year or within 30 days of receiving this annual notice. The School District has designated the following information as directory information:

- Student's name
- Electronic mail address
- Photograph or other likeness (with parental consent)
- Date and place of birth
- Major field of study
- Dates of attendance
- Grade level
- Participation in officially recognized activities and sports
- Weight and height of athletic team members
- Degrees, honors, and awards received
- The most recent school attended

NOTE: Objecting to the release of directory information may result in your name, photograph and other directory information being excluded from yearbooks, sports programs, and other school publications. Both parents have a right to see the school records of their child unless there is a certified copy of a court order on file at the school that specifically denies the right to access school records. Copies of school records are available for minimal copying charge. If you have any questions about these rights, please contact your school office.

Military Opt-Out Procedures

Under federal law, military recruiters are entitled, upon request, to a list of names, addresses, and telephone numbers of high school students unless you object to such release. **You or your parents must notify your principal in writing if you do not want your name, address and telephone number released to military recruiters without prior written parental consent. This written notification may be submitted at any time and the School District will honor**

the objection from that point forward unless you otherwise provide written notification to your principal. A military opt out form is available on the District web site: www.manateeschools.net. You may also request a copy of the form at your school's main office.

Higher Education Opt-Out Procedures

Under federal law, institutions of higher learning are entitled, upon request, to a list of names, addresses, and telephone numbers of high school students, unless you object to such release. You or your parents must notify your principal in writing if you do not want your name, address, and telephone number released to institutions of higher learning without prior written parental consent. This written notification may be submitted at any time and the School District will honor the objection from that point forward unless you otherwise provide written notification to your principal.

Notification of Rights under the Protection of Pupil Rights Amendment (PPRA)

PPRA affords parents certain rights regarding the District's conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

1. Consent before students are required to submit a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education: a. Political affiliations or beliefs of the student or student's parent; b. Mental or psychological problems of the student or student's family; c. Sexual behavior or attitudes; d. Illegal, anti-social, self-incriminating, or demeaning behavior; e. Critical appraisals of others with whom respondents have close family relationships;

f. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers; g. Religious practices, affiliations, or beliefs of the student or parents; or h. Income, other than as required by law to determine program eligibility. 2. Receive notice and an opportunity to opt a student out of: a. Any other protected information survey, regardless of funding; b. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; c. Activities involving collection, disclosure, or use of personal information that has been obtained to market or to sell or otherwise distribute the information to others; and d. In accordance with s. 1002.222(1)(a), the right to opt out of any district-level data collection not required by law. 3. Inspect, upon request and before administration or use, the following: a. Protected information surveys of students; b. Instruments used to collect personal information from students for any of the above for marketing, sales, or other distribution purposes; and c. Instructional material used as part of the educational curriculum. These rights transfer from the parents to the student who is 18 years old or an emancipated minor under State law. Parents who believe their rights have been violated may file a complaint with: Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW Washington, D.C. 20202-5901

Code of Conduct Committee Members

We would like to recognize and thank the following members of the School District of Manatee County and our surrounding community for contributing to the development of the 2021~~1~~2-2022~~2~~3 Code of Student Conduct. A very special thank you to the students and parents of Manatee County Youth Commission and their advisor Ally Bergman.

Brad Baietto – Assistant Principal, Braden River Middle School

Patrick Bartholomew – Director of School Safety and Security

Larissa Bennett – School Climate Coordinator

~~Regina Boyd – Parent Task Force~~

Amy Bradl – Teacher, Willis Elementary School

Phil Burghardt – Parent Task Force

Kara Carney – Teacher – Rogers Gardens-Bullock Elementary

Paul Champagne – Assistant Principal, Parrish Community High School

Kevin Chapman – Director of Strategic Planning

Willie Clark – Executive Director of Secondary Education

Kimone Cooper – Assistant Principal, Buffalo Creek Middle School

Shelly Decesare – Assistant Principal, Southeast High School

James Dougherty, Principal, Bashaw Elementary

Dr. Jennifer Gilray – Assistant Director, Manatee Technical College – Main campus

Bill Kelley – Director of Risk Management

~~Melanie Motlow-Newhall – Teacher, Kinnan Elementary~~

~~Dr. Shawn Mandel – School Psychologist~~

Mario Mendoza – Coordinator, Title One and Migrant Programs

Mike Mullen – Assistant Principal, Bayshore High

Joe Roberts – Exceptional Student Education Coordinator

Quantas Simmons – Assistant Principal, Palmetto High School

Latrina Singleton – Director, Federal Programs

Mitch Teitelbaum – General Counsel, School District of Manatee County

Samantha Webb – Principal, Abel Elementary School

Dr. Skip Wilhoit – Safe Schools, Drop-Out Prevention & Student Intervention Specialist

~~Kimberlain Zenon-Richardson – Principal, Braden River Middle School~~

AGENDA ITEM NO. 7.4

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Adopting Amendments to the Code of Student Conduct for the 2022-2023 School Year

Executive Summary
The Code of Student Conduct is reviewed and revised annually and serves as the School Board's policies and procedures for governing student behavior on school grounds, at school activities, and while being transported to and from school.

During the May 23, 2022 Board Workshop, Mr. George Schrier, Director of Student Services, provided an overview of the Code of Student Conduct and the proposed changes for the 2022-2023 school year. On June 14, 2022, the Board approved advertising of Notice of Intent to Amend the Code of Student Conduct and setting a Public Hearing on the Proposed Amendments at the Board Meeting scheduled for July 26, 2022. On June 17, 2022, the advertisement appeared in the Bradenton Herald, which assures compliance with the provision of section 120.54 (3) (a) 1, Florida Statutes (2021).

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

Safety | Goal 1
Increase the number of best practices, resources and evidence-based approaches in the areas of school climate and safety across all district campuses and buildings.

Safety | Goal 2
Increase the capabilities of all district schools to appropriately prevent and intervene with unsafe and disruptive student behaviors, while reducing the number of instructional days lost to Out of School Suspensions.

Recommendation
The Superintendent recommends approval of adopting amendments to the Code of Student Conduct for the 2022-2023 school year.

Financial Impact
There is no cost to the General Fund.

Contact
Submitting Department: Dropout Prevention
Initiated By: George Schrier

Attachments:
2022-2023 Code of Student Conduct Change Summary
2022-2023 Code of Conduct Redline Edits

2022-2023 Code of Student Conduct Change Summary

Special Circumstances:

- The title page date was changed to 2022-2023.
- Updated District Board Member Seats
- Several edits are included throughout the document that reflect simple grammatical and typographical changes as well as pagination and spacing. These do not affect the meaning or intent of the content in any way.
- Rationale for any policy changes will be stated; otherwise changes are simply formatting, grammatical, or to clarify language.
- There are edits throughout the document that clarify language and do not alter the intent of the policy or content in anyway. Only those things that revise policy will be included in the tabled titled "Proposed Changes Pursuant to Policies and Procedures".
- Aesthetic changes will be updated once all content is confirmed.

Note: Page numbers and spacing will change once deleted language is removed and the final document is formatted for publication.

Proposed Changes Pursuant to Policies and Procedures		
Page/Section	**Change**	**Rationale**
(P.i) Notice Regarding Code of Student	The rules and language contained within the Student Code of Conduct shall supersede any conflict that may arise with individual school handbooks.	This was added, based on a request from Board member Foreman.
(P.ii) The District of Manatee County Code of Student Conduct 2022-2023	Amended school year dates from 2021-2022 to 2022-2023	No rationale necessary
(P. iv) Table of Contents	Added SECTION III POSITIVE SCHOOL CLIMATES: • Section IV Attendance • Section V Discipline	This section was added to promote several initiatives under Project Spark. The Code of Conduct Committee decided that we wanted to communicate our district's commitment to building positive school climates.

All Proposed Changes Pursuant to District Policies and Procedures and Editing to Improve Clarity *(*Changes pursuant to policies and procedures)*		
	SECTION II STUDENT & PARENT RIGHTS and RESPONSIBILITIES	
Page/Section	**Change**	**Rationale**
(P.9) Health Care Services	**Healthcare Services** Per Florida's parental bill of rights, at the beginning of each school year, parents will be notified of all healthcare services offered at their child's school and provided with the opportunity to individually consent to or decline each service. Please visit your child's school website for further information	This was added in response to the state passing House Bill (HB) 1557, Parental Rights in Education.
SECTION III POSITIVE SCHOOL CLIMATES		
Page/Section	**Change**	**Rationale**
(P.9,10,11) Sparking Positive School Climates	**SPARKING POSITIVE SCHOOL CLIMATES** A school's climate can be simply defined as the "quality and character of school life" (National School Climate Council, 2007). This simple definition is underpinned by an array of intentional activities that support integral structures, such as trusting student and adult relationships, teaching and learning, the physical environment, and the safety of all school community members. At its core, a positive school climate includes: • positive relationships among and between all stakeholders (students, parents, all school personnel and community partners); • engaging, relevant academic and extracurricular activities for all students that meets their social, academic, and developmental needs; • meaningful family and community engagement; • training and resources to resolve conflicts peacefully and respectfully; • support for students who are experiencing an emotional crisis, trauma, or serious challenges in their homes and communities; • clean and well-maintained campuses that support a sense of school pride; • orderly learning environments, allowing all stakeholders to feel physically and emotionally safe.	This section was added to promote several initiatives under Project Spark. The Code of Conduct Committee decided that we wanted to communicate our district's commitment to building positive school climates.

	These tenets of a positive school climate are reflected in several initiatives that are starting throughout the School District of Manatee County under the umbrella of what we call Project Spark. Project Spark combines prevention and early intervention through our Multi-Tiered Systems of Support (MTSS), our universal life skills curricula CharacterStrong and Purposeful People, and a focus on relationship-building using Restorative Practices. Through these and other Tier One initiatives, Project Spark aims to build a more positive school experience and increase engagement for all students. **Multi-Tiered Systems of Support (MTSS)** MTSS refers to the instructional strategies, interventions, supports and resources that are used to help all students achieve academically, behaviorally, and social-emotionally. MTSS serves as the framework for organizing supports within a school and district so that the needs of the whole child are met. An effective system blends culturally responsive academic and behavior supports to create effective environments that address a range of student needs. A three-tiered instruction and intervention framework is used to organize resources and supports to ensure student learning and educational success. The level of supports provided at each tier will match the needs of each student. Tier One is universal instruction and supports that is intended for all students. Tier Two consists of targeted and supplemental supports, designed for the estimated 20% of students who require more than universal instruction and support. Tier Three is the most intensive level and is intended for the 5-10% of students who may need more individualized support, in addition to their Tier One and Two interventions. MTSS is a proactive approach that has the following key elements: • Leadership • Building Capacity/Infrastructure for Implementation • Communication and Collaboration • Data-Based Problem Solving • Three-Tiered Instructional/Intervention Model • Data Evaluation For more information on our MTSS, please visit the School District of Manatee County's website. **CharacterStrong and Purposeful People** In October 2019, the SDMC was awarded a 5-year federal grant to help transform our MTSS system. The foundation of this initiative for addressing our students behavioral and social-emotional needs is our	

	Tier One life skills curricula CharacterStrong (middle and high school) and Purposeful People (elementary). Together, these evidence-based programs provide Pre-K through 12th grade curricula and professional learning services that positively impact our school climates and the lives of our students and staff. Explicit instruction using an evidence-based curriculum has been proven to be the most efficient method for the implementation of a district and schoolwide plan for social and emotional development of students. To help facilitate this initiative across all schools, the SDMC added CharacterStrong and Purposeful People to our current strategic plan with the expectation it will be delivered in all grades by 2024. For more information on CharacterStrong and Purposeful People, please visit the School District of Manatee County's website. **Restorative Practices** Another way the SDMC is seeking to improve the quality and character of school life is by focusing on relationships and community-building. Evidence shows that when students are positively connected to their school, each other, and their teachers, they achieve better outcomes. Restorative Practices support the development of a positive classroom culture, build community, and strengthen the connections within groups, as well as between learners and their teacher. This can be achieved through intentional and explicit instruction (using CharacterStrong and Purposeful People), as well as through the use of strategies, such as community-building circles and restorative conferences. Multiple studies across the United States confirm the positive effects of Restorative Practices on graduation rates, social competencies, academic achievement while also reducing behaviors or activities that negatively impact student success. Outcomes of implementing Restorative Practices include reduced student suspensions and improved school climate, as well as increased engagement in the classroom. The use of Restorative Practices within our schools is being implemented in conjunction with our Tier One life skills curricula and is an integral component of our district's effort to reduce misbehavior and ultimately the use of exclusionary discipline. For more information on Restorative Practices, please visit the School District of Manatee County's website.	

SECTION V STUDENT DISCIPLINE

2022-2023 Code of Student Conduct Change Summary

Page/Section	Change	Rationale
(P. 23-39) Discipline Matrix	Hyperlinked all School Environmental Safety Incidents found in the discipline matrix with the definitions provided by the state. Parents and students will be able to click any SESIR incident in the matrix and they will be able to see how each is defined.	This was done based on a request from Board member Golden.
(P. 43) Items not allowed on a Bus	J. Aerosol sprays may be possessed but their use on buses or enclosed areas is expressly prohibited	We removed aerosol sprays from the list of prohibited items that had always accompanied our dress code and "other items". We needed to ensure that students and parents understand they are still not to be used on buses or in enclosed areas. However, since students have a legitimate need for certain aerosol sprays during the school day or after school, they may now be possessed.
(P.45-48) Uniform Policy	~~**SCHOOL DRESS CODE**~~ ~~You are expected to dress appropriately for school and for the business of learning with proper attention given to personal cleanliness, grooming, and neatness. If your personal attire or grooming disrupts educational activities and processes of the school, or is a potential safety hazard, you will be required to make the necessary alterations to such attire or grooming before entering the classroom or you may be assigned to In-School Suspension (ISS). If you fail to meet the minimum acceptable standards of cleanliness, neatness, proper fit, safety and decency as determined~~	A review was conducted to eliminate unnecessary language and examine potential gender inequalities that may disproportionally impact female students. All existing language was eliminated and replaced with a minimum number of district-wide standards.

	by the principal or designee and as specified in the District Code of Student Conduct, you will be subject to appropriate disciplinary measures. As per F.S. 1006.07(2)(d)(1), you are additionally prohibited "from wearing clothing that exposes underwear or body parts in an indecent or vulgar manner or that disrupts the orderly learning environment." Apparel that violates this dress code will result in your removal from the regular school environment until acceptable apparel may be secured. Students who violate the district's dress code policy will be subject to the following consequences in addition to other appropriate administrative action: a. For a first offense, you shall be given a verbal warning and the school principal or designee shall call your parent or guardian. b. For a second offense, you are ineligible to participate in any applicable extracurricular activity for a period of time not to exceed 5 days and the school principal or designee shall meet with your parent or guardian. c. For a third or subsequent offense, you shall receive an in-school suspension pursuant to F.S. 1003.01(5) for a period not to exceed 3 days. You are also ineligible to participate in any extracurricular activity for a period not to exceed 30 days, and the school principal or designee shall call your parent or guardian and send the parent or guardian a written letter regarding your in-school suspension and ineligibility to participate in extracurricular activities. If you continue to wear articles of clothing or other prohibited items that you have been specifically asked not to wear, your discipline infraction will be considered defiance and not a dress code violation. The school principal or designee will be the final judge about whether your clothing is appropriate for school, creates a climate that is disruptive to learning, or is a potential safety hazard. Principals, faculty, and staff members will enforce the dress code. Individual schools may have additional requirements if supported by a majority of School Advisory Council (SAC) members, and if parents are notified in writing of the changes. **The following clothing MAY be worn:**	

	~~a. Pants and jeans, as well as shorts that are reasonable, appropriate length (defined as no shorter than above the tips of the fingers, with arms and hands extended straight down), and fastened at the waist.~~ ~~b. Dresses that cover the entire back, are not cut low in front, and are reasonable and appropriate in length (defined as no shorter than above the tips of the fingers, with arms and hands extended straight down and not rising beyond this point when seated).~~ ~~c. Skirts that are a reasonable, appropriate length (defined as no shorter than above the tips of the fingers, with arms and hands extended straight down and not rising beyond this~~	
	~~point when seated) and fastened at the waist.~~ ~~d. Tank tops or muscle shirts are allowed only with an over shirt or an undershirt with sleeves. Blouses and tops must cover the entire front and back (cannot be low-cut) and be long enough to tuck inside the waistband. All undergarments must be covered. No sheer (see-through) shirts are to be worn unless tank tops with at least two-inch straps are worn underneath. Net shirts must also have an undershirt or a buttoned over shirt. Tunics worn over slacks are also permissible.~~ ~~e. Safe and appropriate footwear must be worn. Inappropriate footwear includes, but is not limited to, roller skates, skate shoes, and bedroom slippers.~~ ~~f. Warm-ups that fit properly and are in good condition.~~ ~~g. Form-fitting or excessively tight-fitting skirts, shorts, and pants (to include leggings, jeggings, or clothing made from materials such as spandex or lycra), must have an over garment, which extends down to your fingertips as your hands are extended to your side.~~ ~~**The following apparel or items are NOT allowed at school:**~~ ~~a. Sunglasses*~~ ~~b. Hats, visors, bandanas, or other head apparel*~~ ~~c. Visible pierced jewelry that has the potential to cause injury or be considered a safety risk, or cause disruption to the learning environment~~ ~~d. Gang-related tattoos or inappropriate tattoos, as determined by the principal~~ ~~e. Cutoff pants, shorts, or skirts~~	

	~~f. Clothing that exposes the midriff~~ ~~g. Spaghetti straps or strapless dresses or tops~~ ~~h. Unbuckled belts~~ ~~i. Ill-fitting sweat pants or warm-ups~~ ~~j. Suspenders hanging down – including overalls~~ ~~k. Clothing that advertises alcoholic beverages, tobacco, drugs or has questionable language or art work~~ ~~l. Known gang-related symbols~~ ~~m. Spandex-type dresses~~ ~~n. Beachwear~~ ~~o. Blankets, pajamas or other sleepwear~~ ~~p. Any clothing, accessories, jewelry, or hair styles that may incorporate obscene or drug- related phrases or be considered disruptive to the learning environment.~~ ~~q. Any clothing, accessories, or items that portray symbols or images that may be considered disruptive to the learning environment~~ ~~r. Clothing with frays, holes, cuts, or slits above the knee (using the fingertip rule) that exposes skin~~ ~~s. Gym shorts or soccer shorts that are NOT proper length~~ ~~t. Glass containers of any kind~~ ~~u. Skateboards~~	
	~~v. Hoverboards~~ ~~w. Any clothing or jewelry that can be used as a weapon~~ ~~x. Aerosol sprays of any kind.~~ ~~**Note:** Students may possess individual hand sanitizer or wipes, however aerosol sprays remain prohibited in schools and on buses.~~ ~~* May be worn during outdoor classes (such as physical education, construction, and agriculture), field trips, and during elementary recess. Sunglasses must be put away and kept out of sight during the rest of the school day. Does not include headdress worn for religious purposes or other headgear necessary for safety or medical purposes.~~ ~~***NOTE:*** Individual schools, with approval of the School Advisory Council, may develop additional dress code requirements that will be communicated to you and your parents in a variety of ways. Individual~~	

	~~schools may establish a mandatory uniform policy if all conditions under the school uniform rule are met.~~ ~~An individual school may be granted an exemption by the Superintendent from any provision of the dress code if requested by the principal and approved by a majority of the School Advisory Council members. Parents will be notified in writing of any approved exemption.~~ The dress and grooming of District students shall be neat and clean, promoting a safe and positive educational environment. Apparel that disrupts educational activities and processes of the school may result in the removal of the student from the regular learning environment until acceptable apparel can be secured for the student. Failure to comply with the dress code may result in disciplinary consequences outlined in state statute and the district discipline matrix. Pursuant to F.S. 1006.07, wearing clothing that exposes underwear or body parts in an indecent or vulgar manner or that disrupts the learning environment will have the following specific consequences. In addition to these consequences, the violation shall be corrected before the student is allowed back in the regular school environment: a. For a first offense, a student shall be given a verbal warning and the school principal (or designee) shall call the student's parent or guardian. b. For a second offense, the student may be ineligible to participate in any extracurricular activity for a period of time not to exceed 5 days and the school principal (or designee) shall meet with the student's parent or guardian. c. For a third offense, the student will have lunch detention in a supervised area, not the cafeteria. d. For a fourth offense, the student may be ineligible to participate in any extracurricular activity for a period not to exceed 30 days. e. For a Fifth and subsequent offense, a student may receive an In-School Suspension pursuant to F.S. 1003.01(5) for a period not to exceed one (1) day and may be subject to any of the interventions listed above. **Requirements for student dress in all schools are listed below:**	

	a. All shirts and blouses must cover midriff, back, sides, and all undergarments including bra straps at all times. All shirts, tops, and dresses shall have sleeves and cover the shoulders. b. Shorts, skirts, divided skirts, dresses and culottes are allowed. They must be mid-thigh length or longer. c. All trousers, pants, or shorts must totally cover undergarments, including boxer shorts.	
	All clothing, jewelry, or tattoos shall be free of the following: profanity; violent images, wording or suggestion; sexually suggestive phrases or images; gang related symbols; alcohol, tobacco, drugs or advertisements for such products. e. Safe and appropriate footwear must be worn. Inappropriate footwear includes, but is not limited to, roller skates, skate shoes, and bedroom slippers. **Further Clarification/other requirements:** a. Form fitting leotard/spandex type clothing is not allowed unless proper outer garments cover to mid-thigh length or longer. b. See through or mesh fabric clothing may only be worn over clothing meeting requirements. c. Clothing must be appropriate size, with the waist of the garment worn at the student's waist. d. Clothing and footwear traditionally designed as undergarments or sleepwear shall not be worn as outer garments. e. Sunglasses may not be worn inside unless a parent provides a doctor's note to the school. Field trips are exceptions. f. Bandanas or sweatbands are not allowed to be visible on school grounds during the regular school hours. g. Hats or other head coverings may be worn during outside P.E. activities and may not be worn during any portion of the regular school day without the expressed permission of the principal. h. If the school has a mandatory school uniform policy, the student must adhere to those requirements.	
SECTION VI PROCEDURES RELATING TO DISCIPLINARY ACTIONS		
Page/Section	**Change**	**Rationale**
(P.50) Loss of Privilege	For a specified period of time, you may lose a privilege on campus. These privileges include, but are not limited to ~~recess~~, parking, use of technology, extracurricular activities, and assemblies	Per state statute, recess is no longer a privilege that can be lost, due to disciplinary action. This change was made to align with statute.

2022-2023 Code of Student Conduct Change Summary

SECTION VIII PUBLIC NOTICES		
Page/Section	**Change**	**Rationale**
(P.67) Public Notices with Parental Opt-Out Provisions (Directory Information/Photogr-aphs/Publications)	• Photograph or other likeness (with parental consent)	This change to the directory information under FERPA was made in response to HB 1557, Parental Rights in Education. Parental consent must now be provided by the parent for a photo or likeness to be considered directory information
Code of Conduct Committee Members		
Page/Section	**Change**	**Rationale**
(P. 72) Code of Conduct Committee Members	20212-20223; ~~Regina Boyd – Parent Task Force;~~ ~~Melanie Motlow-Newhall – Teacher, Kinnan Elementary Dr. Shawn Mandel – School Psychologist;~~ ~~Kimberlain Zenon-Richardson – Principal, Braden River Middle School~~	Ms. Zenon-Richardson voluntarily stepped down from the committee, as existing member Brad Baietto transferred to BRMS last year. We do not allow more than one representative from the same school to serve on the committee. The rest of the committee members were removed because they did not attend meetings (either in person or virtually) or contribute to the discussion via email. Non-participating members are removed from the committee each year.

NOTICE REGARDING CODE OF STUDENT

In order to conserve resources, schools will not distribute paper copies of the Student Code of Conduct to students. You can locate an electronic copy of the Student Code of Conduct on the District website at www.manateeschools.net or on your school's website. If you require a paper copy of the Student Code of Conduct, please check the appropriate box below; sign and return this sheet, and one will be provided to your child. This page will also exist as a form, which is available at your school's front office, if you are unable to print a copy for yourself.

This Student Code of Conduct has been developed so our students and families have a clear understanding of behavioral expectations and to inform all parties of important procedures related to our educational mission. It is helpful if parents are aware of school rules so they can help support them from home. Parents and students are encouraged to review the Student Code of Conduct together to gain a better understanding of their rights and responsibilities. Training on the Student Code of Conduct will be provided to all students, teachers and administration during the first month of school. The rules and language contained within the Student Code of Conduct shall supersede any conflict that may arise with individual school handbooks.

FAILURE TO REVIEW THE STUDENT CODE OF CONDUCT WILL NOT RELIEVE A STUDENT OR THE PARENT/ GUARDIAN OF THE RESPONSIBILITY FOR COMPLIANCE WITH THE CODE OR ACCOUNTABILITY FOR LOSS OR DAMAGE TO SCHOOL DISTRICT OF MANATEE COUNTY PROPERTY.

Please check and submit, only if you require a printed copy of the 2021~~1~~2-2022~~2~~3 Code of Student Conduct. One (1) copy per household will be provided.

☐ I would like to have a printed copy of the Student Code of Conduct sent home with my child.

_____	_____	_____
Student Name	Student Signature	Date
_____	_____	_____
Parent Name	Parent Signature	Date

THE SCHOOL DISTRICT OF MANATEE COUNTY
CODE OF STUDENT CONDUCT
2021~~1~~2-2022~~2~~3

Dear Students and Parents,

One of our many important goals in this School District is to provide a safe, nurturing, and well-disciplined learning environment for all students. To achieve this goal, the School Board has authorized the development of a comprehensive District Code of Student Conduct. I strongly encourage you to read this Code of Student Conduct and share your thoughts and observations with your teens or children.

This District Code of Student Conduct was developed with input from school and district administrators, faculty and staff members, School Advisory Council members, community members, and students.

The District Code of Student Conduct will be reviewed annually for any additions or deletions that may be necessary for clarification or as required by new legislation. If you have any questions regarding the contents of the District Code of Student Conduct, please contact your school principal.

The information contained in this District Code of Student Conduct is being provided to all students and parents. Extra copies of this publication are available at school sites or on the District website at www.manateeschools.net. Thank you for taking the time to read and discuss this information. I appreciate your support of our schools and School District. Have a Great School Year!



Sincerely,

Cynthia Saunders,
Superintendent

THE SCHOOL BOARD OF MANATEE COUNTY

BRADENTON, FLORIDA

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BOARD POLICIES

Bylaws	0000
Administration	1000
Program	2000
Instructional Staff	3000
Support Staff	4000
Students	5000
Finances	6000
Property	7000
Operations	8000
Community Relations	9000

TABLE OF CONTENTS

SECTION I **JURISDICTION OF THE SCHOOL BOARD** **1**

In Loco Parentis 1

Prohibition of Discrimination 1

SECTION II **STUDENT AND PARENT RIGHTS AND RESPONSIBILITIES** 3

Student Rights and Responsibilities 3

Academic Honor Code 5

Parent Rights and Responsibilities 6

SECTION III **POSITIVE SCHOOL CLIMATES** 9

SECTION IV **ATTENDANCE** 11

SECTION V **DISCIPLINE** 14

MISCONDUCT THAT REQUIRES SPECIFIC CONSEQUENCES 12

Alcohol/Drugs 13

Tobacco Products 16

Bullying and Harassment Prohibition 17

Hazing 17

Dating Violence and Abuse 18

Threats Against Schools 18

Possession of Firearms and Weapons 19

Gang Activity 21

Making False Accusations 21

MISCONDUCT THAT MAY RESULT IN DISCIPLINE

Discipline Matrix 22

Elementary Matrices for Grades PK-2 23

Elementary Matrices for Grades 3-5 26

Middle School Discipline Matrix for Grades 6-8 31

High School Discipline Matrix for Grades 9-12 35

Discipline for Students with Disabilities 39

Bus Conduct 41

Dress Code 43

SECTION VI **PROCEDURES RELATING TO DISCIPLINARY ACTIONS** **49**

Common Discipline Actions 49

Major Discipline Actions 50

Bus Suspension 50

Suspension from School 50

Alternative Placement 51

Expulsion 52

Felony Arrests 54

Extension of 10-Day Suspension 54

Criminal Victimization 54

Corporal Punishment 54

Reports to Law Enforcement Agencies 54

Limited Role of Law Enforcement 55

Reports to Department of Children and Families (DCF) 55

Referrals to Mental Health Agencies 55

Self-Reporting Upon Initial Registration 55

SECTION VII **IMPORTANT POLICIES AND PROCEDURES** 56

Medication Policy 56

Controlling the Spread of Communicable Diseases 57

Crisis Protocol 57

Student and Family Reunification Plan 58

Electronic Equipment 59

Technology and Internet Safety Policy 60

Athletic Eligibility 61

SECTION VIII **PUBLIC NOTICES** **65**

Service Animals 67

Pledge of Allegiance 68

Public Notices with Parental Opt-Out Provision 69

SECTION I JURISDICTION OF THE SCHOOL BOARD

Introduction

The purpose of this document is to assist students, parents, and school personnel in establishing and maintaining a safe, nurturing and well-disciplined learning environment for all. To be fully effective, the Code of Student Conduct addresses not only the role of the parents, the students, and the school, but also specifies areas relative to the responsibilities and rights of students and parents; grounds for disciplinary action; and procedures to be followed for acts requiring disciplinary action.

In the event of a situation which significantly alters the standard process for delivering education, such as natural disasters, pandemics, etc., the School District of Manatee County reserves the right to amend policies and procedures to allow for the continued education, articulation, and graduation of students, as well as the safety and security of our school communities.

Students in the School District of Manatee County are subject to the Code of Student Conduct during the school day and regular school activities, while being transported on school buses or at public expense to and from school or other education facilities. Students are also subject at such time and places that include - but are not necessarily limited to - school sponsored events, field trips, athletic functions, and other activities where appropriate school personnel have jurisdiction over students. In addition, jurisdictional control over students may be extended as per Florida Statute Sections 1006.07, 1006.09, 1006.13, 1006.147, and 1003.31 whenever the conduct of a student is deemed to have a detrimental effect on the health, safety, and welfare of any member of the school community or the learning environment of the school.

IN LOCO PARENTIS

State and federal law recognizes that teachers and school administrators have a need to stand in the place of parents over children entrusted to them at school. This is a concept called *in loco parentis*. While this power is not equal to a parent's power over a child, it permits school personnel to exercise a degree of supervision and control over students that could not be exercised over free adults. This concept is responsible for the fact that school personnel can search without a warrant based on reasonable suspicion and are not held to the higher standard of "probable cause" by which law enforcement is bound. It is also responsible for the fact that school personnel can interrogate a student without providing him or her with Miranda warnings or allowing the student to call a parent or attorney.

Prohibition of Discrimination

No student shall, on the basis of race, color, national origin, sex, sexual orientation, gender identity, disability, marital status, age, religion, or any other basis prohibited by law, be excluded from participation in, be denied the benefits of, or be subjected to discrimination or harassment under any educational programs, activities, services, or in any policies or practices by the School District of Manatee County. Any student who believes he or she has been discriminated against or has been harassed by an employee, student, or other third party, who is subject to control of the School Board, is encouraged to use the appropriate grievance procedures set forth in policy.

TITLE IX

Title IX of the Education Amendments Act of 1972 is a federal law, enacted in 1972, which states: “No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

The United States Department of Education requires school districts to follow a specific Title IX Grievance Process while investigating allegations of sexual misconduct. The Office of Civil Rights of the United States Department of Education considers sexual misconduct (including sexual harassment, sexual violence, sexual assault and intimate partner violence) to be a form of sexual discrimination and requires the school districts to take immediate and effective steps to respond to sexual misconduct.

For a Title IX investigation to apply, the incident must have occurred in an education program or activity in which the District has substantial control over both the respondent and the context in which the incident occurred.

"Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. Any School District of Manatee County employee conditioning the provision of an aid, benefit, or service of the recipient on an individual’s participation in unwelcome sexual conduct;

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient’s education program or activity; or

3. “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34

U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

Responsibilities and Obligations

The School District of Manatee County takes its obligation to comply with Title IX very seriously. Inquiries concerning the application of Title IX and the Grievance Procedures may be referred to the District’s Title IX Coordinators:

Schools & Educational Facilities
Dr. Pace Edwards 2501 63rd Avenue East Bradenton, FL 34203
(941) 751-6550 extension 43038

District & Employment
Sherman Stroman
215 Manatee Avenue West Bradenton, Florida 34205
(941) 708-8770 extension 41052

SECTION II STUDENT & PARENT RIGHTS and RESPONSIBILITIES

STUDENT RIGHTS AND RESPONSIBILITIES

This section summarizes the basic principles of student rights and responsibilities. As a student, you have a right to an education, regardless of your race, color, creed, national origin, religion, gender, marital status, heritage, disability, or sexual orientation. Some of your basic rights include the right to:

- Learn
- Agree or Disagree
- Petition
- Freedom of expression
- Publish
- Assemble
- Privacy

Your exercise of these rights must conform to the District Code of Student Conduct. While you also have the right to a free and appropriate education, this right shall be applied at the school serving your residential attendance zone, except as authorized by the School Choice Program or otherwise provided by School Board Policy. **The Superintendent is authorized to assign or reassign a student to any program or school as deemed to be in the best interest of the student or School District, pursuant to** F.S. 1006.08**.**

If you are attending a charter school or a school out of your assigned area under the School Choice Program, you may be suspended, expelled or reassigned during the school year as provided in this Code. Your school choice may additionally be revoked for non-attendance, habitual tardiness, or disciplinary issues, upon the recommendation of the principal. The principal's recommendation is subject to review and approval by the District Administrative Appeals Committee.

First Amendment Freedom of Expression

In 1969, The United States Supreme Court ruled that public school students do not leave their constitutional right to freedom of expression at the schoolhouse gate. You have a right to freedom of expression; however, when you exercise that right, you must do so in a responsible manner that does not cause a disruption of the school or a school activity. A principal may impose reasonable time, place and manner restrictions on your exercise of First Amendment freedom of expression rights. If possible, before imposing reasonable time, place and manner restrictions, the principal will consult with the School District General Counsel and will notify the Superintendent (or designee) in such cases. If it is not possible to consult the School District General Counsel beforehand, the principal will do so as soon as possible.

Principal's Authority

The principal of each school is responsible for the administration of the school and the enforcement of the District Code of Student Conduct. The principal has the authority to direct students and staff and can impose any reasonable requirements that are not inconsistent with the District Code of Student Conduct or School Board Policy.

INVESTIGATIONS AT SCHOOL

Administrative

If you are suspected of violating the District Code of Student Conduct, school officials can question you without first contacting your parent. You do not have a right to have your parent present or a right to an attorney when you are questioned. If you refuse to answer questions asked by school officials, you may be disciplined.

Criminal

If you are a suspect in a criminal investigation that may result in your arrest or criminal charges, law enforcement will make a good faith effort to contact your parent before the law enforcement officers begin questioning you. If a parent cannot be located, law enforcement officers may proceed with questioning. If your parent is contacted, the law enforcement officers may allow your parent to be present during your questioning.

Victim or Witness

If you are a victim or a witness, law enforcement officers, Children and Family Services investigators, or administrative investigators are allowed to question you without first contacting your parent. If the investigation involves child abuse, the official conducting the investigation will decide who can be present during your interview. If you refuse to answer questions asked by school officials, you may be disciplined.

Removal of a Student Under Arrest

If you are subject to arrest, with or without a warrant, the officer can remove you without your parents' consent or the consent of school officials. The administrator will try to notify your parent before you are removed or as soon as possible after your removal.

Removal for Involuntary Examinations

The school principal or the principal's designee shall make a reasonable attempt to notify your parent or guardian, if you are removed from school, school transportation, or a school- sponsored activity and taken to a receiving facility for a Baker, Marchman, or other evaluation, pursuant to F.S. 394.463. The principal or the principal's designee may delay notification for no more than 24 hours after you are removed, if the principal or designee deems the delay to be in your best interest or 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.

Searches and Seizures

You, your locker, vehicle, purse, backpack and other personal possessions may be searched if there is a reasonable belief (suspicion) that any of them contain drugs, weapons, contraband or other items not permitted on campus. You are expected to cooperate fully with your school administration in all searches and investigations. The failure to fully cooperate may be grounds for your school administration to infer that you are in possession of contraband or illegal items and the matter will be referred to law enforcement as deemed necessary. Trained sniff-screening dogs are allowed in the schools to prevent drugs and weapons at school. Routine checks by the dogs are not considered a search; however, an alert by the dog gives reasonable suspicion for a search. Dogs may not check students themselves to determine probable cause for a search. The use of trained dogs is a safety precaution to provide you a safe school in which to learn.

GRADES

An academic grade should reflect the teacher's most objective assessment of your academic achievement. Academic grades should not be used as a means of maintaining order in a classroom, nor should your behavior be included in calculating academic grades.

1. Your Responsibilities

a. To become informed of the grading criteria.
b. To maintain standards of academic performance commensurate with your ability, and to make every effort to improve your performance upon receipt of notification of unsatisfactory progress.

2. Your Rights

a. To receive a teacher's grading criteria at the beginning of each year or semester course.
b. To receive a reasonable notification of failure or potential failure prior to the end of the grading period with sufficient time, when possible, to take corrective action.

3. Your Parents' Responsibilities

a. To meet with your teachers upon request and assist in helping take corrective action if you are experiencing academic difficulty.
b. To seek advice on before and after school programs that will assist you in succeeding in school.

OTHER STUDENT RESPONSIBILITIES

- To read and become familiar with the Code of Student Conduct;
- To attend school daily, prepare for class, and complete class and homework assignments to the best of your ability;
- To know and follow school rules and instructions given by the school administration, teachers, and other staff;
- To report to school staff any dangerous behavior or bullying that occurs at school, on the way to and from school, or in the school community;
- To bring to school only those materials that are allowed;
- To treat everyone in the school community with respect;
- To respect school property, community property, and the property of others.

ACADEMIC HONOR CODE

- I will take responsibility for my own work. I will not cheat, help others cheat, or allow anyone else to do my work for me.
- I will not plagiarize. I will use quotations and cite sources when I use someone else's words and ideas.
- I will not forge the signature of others or knowingly falsify any records, information, or results.
- I will be honest about my work with teachers, peers, and parent(s)/guardian(s).
- I understand I will receive a zero on any assignment, as well as any other appropriate consequence for breaking the Honor Code.

PARENTAL RIGHTS AND RESPONSIBILITIES

The role of parents, guardians, and families is critical to the healthy growth and development of each of our students. Some of the basic parent rights include:

- To be actively involved in your child's education;
- To be treated fairly and respectfully by the school administration, teachers, and other staff;
- To access information about the Board's policies and procedures;
- To be notified promptly if your child is disciplined for inappropriate or disruptive behavior and informed of the consequences assigned;
- To appeal disciplinary actions taken;
- To receive pertinent, accurate, and timely information about your child's academic progress, in addition to ways you can help your child succeed in school.

School staff and parents must work together to maximize a student's success at school. We are committed to working with and supporting families and we request parents work with and support us. As a parent you are expected to:

Sign in at the Office

Sign in through the Raptor System when you go to any school and before you go anywhere else on the campus. (You must present your driver's license or official picture identification to be scanned for student safety issues.)

Be Involved

Get to know the people at your child's school by participating in teacher conferences and school-parent activities such as Parent-Teacher Association (PTA)/Parent-Teacher Organization (PTO) meetings and School Advisory Council (SAC) meetings. Be actively involved in the learning process at home and in school, such as volunteering, collaborating with teachers on your child's performance in school, and fostering learning at home by providing your child appropriate assistance and monitoring of homework. Participate in your child's elementary report card conferences, which are scheduled following the first and third quarters of the school year.
School Board Policy 2111 Parent/Family Involvement may be accessed on the district website, or you may request a copy at the district office at 215 Manatee Avenue West, in Bradenton.

Provide Information

Each year provide your child's school your current telephone number, home address, work telephone number and emergency contact number. Parents must immediately notify the school of any changes in contact information.

Support School Rules

Understand and support the rules in this District Code of Student Conduct and talk to your child about them.

Support Dress Code

Teach your child to follow the dress code as outlined in this document. Because school is a place to work and learn, dressing neatly and appropriately for school is very important.

Promote Punctuality

Make sure your child arrives at school on time every day. Parents should be aware that if they live within two (2) miles of their child's school, School District transportation will not be provided unless required as a related service for a student with a disability.

Ensure Your Child's Safety
Ensure your child arrives at school no more than thirty minutes before the start of the school day and leaves campus no more than thirty minutes after the school day or activity unless you have made special arrangements with a teacher, administrator or a before/after school care program. Supervision will not be provided beyond that time. Supervision for students attending school activities outside the regular school day such as clubs, dances, carnivals, practices and games will be provided 30 minutes before and after the activity. Be aware that school nursing services are not available at extracurricular activities or before or after the school day. It is the parents' responsibility to provide any medical needs for their children before or after the school day.

Comply with Safety Rules
Adhere to school developed, on-site traffic plans for vehicles when bringing students to school or picking them up after school. If your children are walkers or bicyclists, encourage them to follow safety rules and use pedestrian-safety features where available.

Notify School of Absences
Contact the school when your child is absent and explain the reason for the absence. It is recommended you call the day of the absence, but parents do have 48 hours to notify the school. In situations specified in the attendance section, written documentation will be required by the school.

Notify School When You Move
Notify the school principal in writing if you move from the last address you have provided the school. You must notify the principal within five days of your move. If you have not moved out of your school's attendance zone, your child may continue at that school and may be entitled to transportation. If you have moved out of your school's attendance zone, in many cases your child may remain in the current school through the rest of the school year, but district transportation will not be provided. If the school discovers you have moved and have not provided notification, your child could be assigned to an alternative school or considered to be "found out of that school's attendance area." This could mean an immediate change of school for your child, and your child could be deemed ineligible for athletics and other activities.

Support School Discipline
Work with school staff members to solve discipline or other problems. You should let the school know if something has happened at home that could affect how your child behaves in school.

Provide Correct Student Pickup Information
Be aware that only people whose names and contact information are listed on the Enrollment Form may pick up a student from school during the school day. The enrolling parent should complete the Health Information Card. Identification must be shown to the office staff when someone signs out a student from school.

Pay Damages
Be prepared to pay for any damage done to School Board property by your child. If payment is not made and the amount is substantial, the principal will refer the matter to the Superintendent.

Reimburse School
Pay for lost or damaged books or other teaching materials. Failure to pay may mean no other

books or materials will be given to your child, your child will not be able to participate in extra-curricular activities or your child will be required to pay the debt through community service at the school. The principal will make those decisions.

Per School Board policy, if you cannot afford to pay for instructional materials or a fee that your child has incurred at school, you may submit a letter to the Superintendent seeking a waiver. Please consult School Board policy for the information necessary to request such a waiver.

Know School's Delivery Policies
Contact the school before delivering items for your child. Allowing deliveries to students is at the discretion of each individual school.

Comply with Cell Phone Policy
If you need to reach your child in an emergency during the school day, contact the front office. Because cell phones and all other forms of electronic communication are to be turned off and put away out of sight once students are at school, parents should not text message or phone their children during the school day.

Know CHOICE Options
If you want your child to attend a different school, visit the Office of Student Assignment and follow the CHOICE Student Assignment Plan procedures or call them at (941) 708-4971.

Know Parental Rights
Be aware that when parents are divorced or separated, both parents have full rights to participate in the child's school activities and to know what is happening at school. The non-enrolling parent will not be allowed to remove the child from school without the permission of the enrolling parent. A non-enrolling parent has the right of access to student records and information unless a court order prohibits such access.

Curricula and Instructional Materials
In accordance with 1006.28(2)(a) and 1002.20(19)(b), F.S. and School Board Policy 2520, parents have the right to learn about their minor child's course of study, to include the source of any supplemental instructional materials. Parents may request a copy of instructional materials from their child's teacher or may purchase certain materials with a written request to the school's principal. For parents who are interested in learning more about the types and nature of extracurricular activities and club offerings, please visit your school's website.

Parents or Manatee County residents who object to the purchase of specific instructional materials on the basis of moral, sexual, religious, or other perceived harms may complete a form available on the district website. The form must be submitted to the Curriculum Department within 30 days of the district adoption of the specific materials. Parents who object to specific content based on sexuality may also withdraw their minor child from those portions of the school district's required comprehensive health education instruction, with a written request to the school principal.

Classroom Transfers
An enrolling parent has the right to request his or her child be transferred to another classroom teacher. **Parents must formally submit the request in writing** and the principal or designee

shall approve or deny the transfer within 2 weeks after receiving such a request. If a request for transfer is denied, the principal or designee must notify the parent and specify the reasons for the denial. This provision does not give parents the right to choose a specific classroom teacher.

Classroom and Bus Removals

Per F.S. 1003.04, the parent of each public K-12 student must cooperate with the authority of the student's district school board, Superintendent, principal, teachers, and school bus drivers, according to F.S. 1003.31 and F.S. 1003.32, to remove the student from the classroom and the school bus and, when appropriate and available, to place the student in an alternative educational setting, if the student is disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive.

Healthcare Services

Per Florida's parental bill of rights, at the beginning of each school year, parents will be notified of all healthcare services offered at their child's school and provided with the opportunity to individually consent to or decline each service. Please visit your child's school website for further information.

SECTION III POSITIVE SCHOOL CLIMATES

SPARKING POSITIVE SCHOOL CLIMATES

A school's climate can be simply defined as the "quality and character of school life" (National School Climate Council, 2007). This simple definition is underpinned by an array of intentional activities that support integral structures, such as trusting student and adult relationships, teaching and learning, the physical environment, and the safety of all school community members.

At its core, a positive school climate includes:

- positive relationships among and between all stakeholders (students, parents, all school personnel and community partners);
- engaging, relevant academic and extracurricular activities for all students that meets their social, academic, and developmental needs;
- meaningful family and community engagement;
- training and resources to resolve conflicts peacefully and respectfully;
- support for students who are experiencing an emotional crisis, trauma, or serious challenges in their homes and communities;
- clean and well-maintained campuses that support a sense of school pride;
- orderly learning environments, allowing all stakeholders to feel physically and emotionally safe.

These tenets of a positive school climate are reflected in several initiatives that are starting throughout the School District of Manatee County under the umbrella of what we call Project Spark. Project Spark combines prevention and early intervention through our Multi-Tiered Systems of Support (MTSS), our universal life skills curricula CharacterStrong and Purposeful People, and a focus on relationship-building using Restorative Practices. Through these and other Tier One initiatives, Project Spark aims to build a more positive school experience and increase engagement for all students.

Multi-Tiered Systems of Support (MTSS)

MTSS refers to the instructional strategies, interventions, supports and resources that are used to help all students achieve academically, behaviorally, and social-emotionally. MTSS serves as the framework for organizing supports within a school and district so that the needs of the whole child are met. An effective system blends culturally responsive academic and behavior supports to create effective environments that address a range of student needs.

A three-tiered instruction and intervention framework is used to organize resources and supports to ensure student learning and educational success. The level of supports provided at each tier will match the needs of each student. Tier One is universal instruction and supports that is intended for all students. Tier Two consists of targeted and supplemental supports, designed for the estimated 20% of students who require more than universal instruction and support. Tier Three is the most intensive level and is intended for the 5-10% of students who may need more individualized support, in addition to their Tier One and Two interventions.

MTSS is a proactive approach that has the following key elements:

- Leadership
- Building Capacity/Infrastructure for Implementation
- Communication and Collaboration
- Data-Based Problem Solving
- Three-Tiered Instructional/Intervention Model
- Data Evaluation

For more information on our MTSS, please visit the School District of Manatee County's website.

CharacterStrong and Purposeful People

In October 2019, the SDMC was awarded a 5-year federal grant to help transform our MTSS system. The foundation of this initiative for addressing our students behavioral and social-emotional needs is our Tier One life skills curricula CharacterStrong (middle and high school) and Purposeful People (elementary). Together, these evidence-based programs provide Pre-K through 12th grade curricula and professional learning services that positively impact our school climates and the lives of our students and staff.

Explicit instruction using an evidence-based curriculum has been proven to be the most efficient method for the implementation of a district and schoolwide plan for social and emotional development of students. To help facilitate this initiative across all schools, the SDMC added CharacterStrong and Purposeful People to our current strategic plan with the expectation it will be delivered in all grades by 2024.

For more information on CharacterStrong and Purposeful People, please visit the School District of Manatee County's website.

Restorative Practices

Another way the SDMC is seeking to improve the quality and character of school life is by focusing on relationships and community-building. Evidence shows that when students are positively connected to their school, each other, and their teachers, they achieve better outcomes. Restorative Practices support the development of a positive classroom culture, build community,

and strengthen the connections within groups, as well as between learners and their teacher. This can be achieved through intentional and explicit instruction (using CharacterStrong and Purposeful People), as well as through the use of strategies, such as community-building circles and restorative conferences.

Multiple studies across the United States confirm the positive effects of Restorative Practices on graduation rates, social competencies, academic achievement while also reducing behaviors or activities that negatively impact student success. Outcomes of implementing Restorative Practices include reduced student suspensions and improved school climate, as well as increased engagement in the classroom. The use of Restorative Practices within our schools is being implemented in conjunction with our Tier One life skills curricula and is an integral component of our district's effort to reduce misbehavior and ultimately the use of exclusionary discipline.

For more information on Restorative Practices, please visit the School District of Manatee County's website.

SECTION IV STUDENT ATTENDANCE

Florida Compulsory School Law (F.S. 1003.21) states all children who are either six years of age (or who will be six years old by February 1 of any school year), but who have not attained the age of 16 must attend school regularly during the entire school term. Students between 16 and 18 are also within compulsory attendance age, unless a formal Declaration of Intent to Terminate School Enrollment has been completed and signed by the parent and an exit interview is conducted at the school.

a. You are expected to be on time and in school for the entire student day, each school day.

b. On the day of your absence, a parent or guardian should call the school to explain the absence. The absence will be excused if it meets the criteria outlined below. The parent or guardian must contact the school within 48 hours of the absence or appropriate documentation is required within 5 days. If this contact is not made, the absence will be recorded as unexcused.

c. If you are continually sick and repeatedly absent from school, you must be under the supervision of a physician in order to be excused from attendance. Excessive absences will lead to a parent conference, referral to the District's Child Study Team, referral for social work services, referral to Truancy Court, and the involvement of the State Attorney. Parents who fail or refuse to cooperate with the school in the matter of regular school attendance for their child may be prosecuted for truancy by the State Attorney's Office.

FREQUENTLY ASKED QUESTIONS:

Q: What is an excused absence?

A: An absence can be excused for the following reasons:

a. You are ill or injured.
b. Major illness in your immediate family (this means parents, brothers, sisters, Grandparents, or others living in the home or who are close relatives).
c. Death in your immediate family
d. Religious instruction in your faith - requires note from your parent before the absence.
e. Subpoena or forced absence by any law enforcement agency. A copy of the subpoena or summons must be given to the principal or designee. This includes detention at a juvenile center in which you continue your education.
f. A major disaster as decided by the administration.
g. Any absences, including those for field trips, participation in another academic class or program, or other parental requests as judged appropriate by the principal, provided the request is submitted to the principal forty-eight (48) hours in advance of the absence. A principal may waive the requirement for advance notice if extenuating circumstances exist.
h. A documented appointment with a doctor, dentist, or other medical or legal professional.
i. An occurrence of head lice, with a maximum of two excused days.

Q: How many excused absences can I have?

A: You are allowed nine excused absences. Your parent may excuse nine absences per year. When you have reached your limit, official documentation is then required for every additional absence.

Q: What if I have used all of my excused absences and a family emergency occurs?

A: You must provide appropriate documentation to the school principal or designee for approval. These will be recorded as excused absences.

Q: How can I make up work when I am absent?

A: After an excused absence, you must arrange with your teacher for any make-up work. You have the same number of days you were absent to make up your work. This rule does not apply to some long-term assignments. (A long-term assignment is when a student has 10 or more days to complete the work.) These long-term assignments will be due on the specified date unless excused in writing by the teacher or principal. It is your responsibility to make these arrangements and to submit the make-up work within the deadlines set by the teacher(s). You do not have the right to make up work if your absence was unexcused.

Q. I am going to be absent for semester exams. May I take my exams early?

A: Semester exams may not be given early. You may take your semester exams upon your return to school.

Q: What is an unexcused absence?

A: Anything that does not meet the criteria of an excused absence is considered unexcused. (Please refer to Excused Absences Section.)

Q: How many unexcused absences can I have?

A. In Manatee County, state law requires the regular attendance of children between the ages of 6 and 18 and makes parents and legal guardians legally responsible for seeing that their

children attend school. Family vacations during scheduled school time are considered unexcused absences. If you have accumulated a total of 5 unexcused absences in one month or 10 unexcused/unexplained absences in a 90-day period, your child's school will send a letter to the address listed on school records, in an attempt to ensure parent(s)/guardian(s) are aware of any developing attendance issues. Fifteen unexcused absences in a 90-day period may result in a referral for truancy court action. The District Truancy Department will send a 3-Day Demand Notice by U.S. Mail to the address listed on school records in the event of excessive consecutive unexcused/unexplained absences.

Q: What happens if I am late for school?

A: If you arrive at school late for any reason, you must report to the office and receive a tardy admit slip. The tardy will be deemed as excused or unexcused. You are expected to be in school at the start of the school day, every day.

Q: What is an excused tardy?

A: An excused tardy is when you are late for school due to sickness, injury, death in your family, medical or dental appointments with a note from the physician, school sponsored activities, court date, or other reason approved by the school principal. For elementary students, parents must accompany the student to the office when they are tardy.

Q: What is an unexcused tardy?

A: An unexcused tardy is when you are late to school due to, but not limited to, oversleeping, missing the school bus, shopping trips, pleasure trips, or excessive tardiness due to illness without a physician's verification that the medical condition justifies your tardiness. If an elementary student arrives late and comes into the office unaccompanied by an adult, he or she will receive an unexcused tardy.

Q: May I leave school early in the school day?

A: You are expected to be in school for the full day. However, if you must leave school early, you must go to the office and receive permission for early release. Parents of elementary and middle school students must report to the office to pick up their child. High school students aged 16 or older may sign themselves out early with parent permission, following the school sign-out procedures. You cannot leave your school campus for lunch or other unexcused personal reasons at any point during the school day.

Q: What are excused reasons for leaving school early?

A: Excused reasons for early dismissal follow the same guidelines as excused absences. They include: illness or injury, major illness or death in your immediate family, subpoena or forced absence by a law enforcement agency, a major disaster, a documented appointment with a doctor or dentist, discovery of head lice, participation in another academic class or program, or other parental requests as judged appropriate by the principal.

Q: What happens if I leave school early for unexcused reasons?

A: Numerous early dismissals are unacceptable and unfair to the other students whose

instruction is interrupted each time a student leaves early. Individual schools may develop school-based consequences for unexcused early dismissal students.

Q: How does my school attendance affect my privilege to drive?

A: You will lose your driver's license, or privilege of applying for any driver's license, if you are not enrolled in or do not attend school regularly.

NOTE: Students who are withdrawn as dropouts or who have accumulated 15 unexcused absences in 90 calendar days will lose the privilege to apply for or hold a Florida Driver's License. Students who have lost the privilege must subsequently accumulate 30 consecutive SCHOOL days with no unexcused absences in order to receive a Reinstatement of Driving Privilege form. If you need further information regarding this issue, please contact the District Truancy Office at 751-6550, extension 43091.

Q. Does my attendance affect my participation in athletics or extracurricular activities?

A. If you are not present for more than half of the school day on the day of an event, due to any undocumented absence, you may not participate in the athletic or extracurricular event. If you are suspended from school, you may not participate in any school-related function.

SECTION V STUDENT DISCIPLINE

The School District of Manatee County recognizes that a safe, orderly, and supportive learning environment is the result of caring relationships and quality instruction. It is the responsibility of the district to help foster such environments by implementing clear, appropriate, fair, and consistent expectations and consequences for all schools and classroom teachers to construct and carry out their behavior support plans. For these plans to be optimally effective, schools and classrooms must in turn, have the latitude to work within established guidelines to create positive behavioral intervention systems which support the unique needs of their students, families, and communities. Our philosophy of discipline in the School District of Manatee County is rooted in the development of positive relationships with our students and families. We believe that students should have a chance to learn from their mistakes and the opportunity to restore any damaged relationships with peers and adults. Our discipline practices encompass preventative and early intervention measures that seek to strengthen relationships and build positive communities, so that misbehavior is less likely to occur or continue.

MISCONDUCT THAT REQUIRES SPECIFIC CONSEQUENCES

Acts that require specific consequences include the following:

- Possession or Use of Illegal Drugs or Alcoholic Beverages
- Possession or Use of Tobacco Products
- Bullying or Harassment
- Dating Violence and Abuse
- Threats Against Schools
- Chemical or Biological Attacks or Threats

- Possession of Guns, Weapons, or Dangerous Objects
- Gang Activity
- Violent Acts Resulting in Serious Injury
- Making False Accusations or Reports

Drugs and Alcoholic Beverages

Use of a drug authorized by a medical prescription from a registered physician for a specific student shall not be considered a violation of this rule. However, all procedures found in the School District of Manatee County's medication policy must be followed.

You shall not knowingly possess, use, transmit or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, any other controlled or synthetic substance defined in F.S. 893.03, or substitute for such, hemp, Cannabidiol (CBD), alcoholic beverage (including powdered alcohol), inhalant or intoxicant, or over the counter drugs of any kind. This applies to you on the school grounds before, during, or after school hours, or off the school grounds on a school bus, bus stop, at a school activity, function, or event. Also, you shall not possess, have under your control, sell or deliver any device, or contrivance, instrument or paraphernalia containing the substance or substances described in this paragraph, or any residue of such substance, or devices intended for use or used in injecting, inhaling/huffing, smoking, administering, or using any of the foregoing prescribed drugs, narcotics or stimulants.

Possession, Use, Under the Influence

For substances that are not considered over-the-counter, the first offense for possession, use, or under the influence will result in up to a ten (10) day suspension. The principal or designee may offer to reduce your suspension to 5 days providing you and a parent or guardian attend and complete the district's SAFE (Substance Abuse and Family Education) Program. For a second offense of possession, use, or under the influence, you will be automatically suspended for up to 10 days and a recommendation for expulsion or reassignment to an alternative placement may be made to the Superintendent or designee.

Selling, Purchasing, Providing, Distributing, & Receiving

If you buy, sell, trade, provide, negotiate, receive, or engage in any drug or alcohol-related transaction at school, at a school activity, at a school bus stop or on a school bus - even if the sale or purchase does not actually take place - you will be suspended for up to 10 days and a recommendation for expulsion or reassignment to an alternative placement will be made to the Superintendent or designee. Providing or receiving Over The Counter drugs to other students may be considered a Level 2 infraction for endangerment, while providing others with medication prescribed to you (or others) may be considered a Level 4 offense that is subject to a suspension of up to 10 days.

Fake Drugs

If you are caught possessing or distributing a substance that is represented to be an illegal drug you may be suspended for up to 10 days or recommended for a disciplinary reassignment to another school or program.

Possession or Use of Tobacco

Possession or use of tobacco by minors is illegal. If you are caught smoking or in possession of tobacco, the School Resource Officer or other law enforcement officer may give you a written citation. In addition to possible fines, if you are caught using or possessing any form of tobacco, including electronic cigarettes at school, at any school-sponsored activity, at a school bus stop or on the school bus, you will receive a disciplinary consequence. Tobacco or nicotine products include cigars, cigarettes, dip, snuff, dissolvable tobacco products (e.g. gum, mints, or dissolvable strips) and electronic smoking devices. **Additionally, any electronic smoking device is subject to field-testing for illicit substances and may be <u>permanently</u> confiscated.**

Drug and Alcohol Offenses			
Over the Counter Drugs and Medications			
	1st Offense	**2nd Offense**	**Subsequent Offenses**
Possession	Level 1	Level 2	Level 3
Misuse	Level 2	Level 3	Level 4
Providing or Receiving	Level 2	Level 3	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*
Prescription Drugs (prescribed to the student)			
Possession	Level 2	Level 3†	Level 4
Misuse	Level 3†	Level 4	Level 4
Providing or Receiving	Level 4	Level 4*	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*
Illegal and Illicit Drugs			
Possession	Level 3†	Level 4*	Level 4*
Use or under the influence	Level 3†	Level 4*	Level 4*
Providing or Receiving	Level 4*	Level 4*	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*
Alcohol			
Possession	Level 3†	Level 4*	Level 4*
Use or under the influence	Level 3†	Level 4*	Level 4*
Providing or Receiving	Level 4*	Level 4*	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*

*** Student is automatically suspended for up to 10 days and reassigned to an alternative program**

† Student is offered the SAFE program to assist with any substance use issue

Bullying and Harassment

Conduct that constitutes bullying or harassment, as defined below, is prohibited.

Bullying is the mistreatment of an individual or group characterized by a willful intent to cause harm and a perceived advantage in power. These acts can be socially, emotionally, or physically damaging in nature, to include, but not limited to: teasing, name calling, rumor spreading, exclusion, intimidation, threats, damaging personal property, stealing, public or private humiliation, stalking, pushing, shoving, or other physical attacks, and sexual, religious, or racial/ethnic harassment. Harassment involves any threatening, insulting, or dehumanizing act or gesture, which places an individual in reasonable fear of harm to his or her person or damage to his or her property; has the effect of substantially interfering with an individual's educational performance, opportunities, or benefits; or has the effect of substantially disrupting the orderly operation of a school or activity.

Both bullying and harassment are prohibited at school, during school-related activities (whether on or off campus), on the school bus, at school bus stops, and through the use of computers or other electronic devices, which is known as cyberbullying. Cyberbullying and harassment are also prohibited through off-campus Internet posting, phone calls, or text messaging - if such behavior disrupts the orderly environment of any district school or activity or interferes with the educational opportunities of others.

If you engage in bullying or harassment, the consequences and appropriate remedial action may range from positive behavioral interventions up to and including suspension, reassignment to an alternative program, and expulsion. More severe or persistent infractions will result in more intensive interventions and administrative actions. Additionally, the appropriate school administrator or designee will report to the victim's parents any incident of bullying or harassment once an investigation of an incident has been initiated. Bullying should be reported to the appropriate school administrator or through the School District of Manatee County's anonymous reporting system.

Hazing

Hazing is defined by F.S. 1006.135 as any action or situation that endangers the mental or physical health or safety of a student at a school with any of grades 6 through 12 for purposes of initiation or admission into or affiliation with any school-sanctioned organization. Hazing includes, but is not limited to:

(a) pressuring, coercing, or forcing a student to:
1. Violate state or federal law
2. Consume any food, liquor, drug, or other substance; or
3. Participate in physical activity that could adversely affect the health or safety of the student.

(b) any brutality of a physical nature, such as whipping, beating, branding, or exposure to the elements.

Dating Violence or Abuse

Conduct that constitutes dating violence and abuse as defined below is prohibited. Dating violence is a pattern of verbal, physical, emotional, or sexual violence or abuse used by one person in a current or past relationship to exert power and control over the other person. Abuse may include insults, coercion, social sabotage, sexual harassment, threats or acts of physical or sexual abuse. The abusive partner uses this pattern of violent or coercive behavior to gain power and maintain control over the other person.

School employees are required to report to the principal or designee suspected cases of dating violence or abuse. Students should report suspected cases of dating violence or abuse to the principal or designee and may do so anonymously. Student victims should report any incidents of dating violence or abuse to the principal or designee as soon after it occurs as possible.

The principal or designee will immediately conduct an investigation of the allegation and proceed under paragraph L. PROCEDURES FOR SUSPENSION AND EXPULSION. If the principal or designee determines a student is guilty of dating violence or abuse, the student will be suspended from school for up to 10 days and may, where appropriate, be recommended for assignment to another school or program as an accommodation for the victim. Suspected criminal conduct will be reported to law enforcement.

The District Health Education Curriculum for grades 7-12 will include a component on teen dating violence and abuse, with emphasis on prevention education.

Threats Against Schools

If you are involved in making a destructive device, fake destructive device, or planning the use of such a device, either at school, or at a school activity, or while you are at school or at a school activity, you will be suspended for up to 10 days, recommended for expulsion, and reported to law enforcement for prosecution. The same actions will be taken if you make a threat by any means against the school, school property, school personnel, or students, regardless of any disruption on campus or any school-related function. This includes direct, veiled, or implied threats communicated verbally, in writing, or through social media platforms. If you make any such threat, you will be referred to your school's threat assessment team. This team is charged with helping to ensure the safety of all persons in your school and will take steps that may include interviews with friends, teachers, staff, parents, or employers regarding any concerns they may have. The threat assessment team is also responsible for making referrals for mental health services and to law enforcement for continued investigation, if you pose a concern or threat to the school or any member of the school community.

Reporting Threats or Suspicious Activity

Students, parents, staff, or any individual may report threats, or any concerning behaviors exhibited by a member of our school community. All persons are strongly encouraged to be vigilant of potential signals, warning signs, and threats and to not hesitate in reporting their concerns immediately. This is particularly true of online or social media posts. FortifyFL is an app specifically designed by the State of Florida to assist in reporting suspicious or concerning behavior, which may be downloaded to your mobile device for immediate reporting.

NOTE: If you make a threat or false report - to include a bomb threat, bomb threat hoax, or a knowingly false report - concerning the use of a destructive device or firearm in a violent manner, as defined by F.S. 790.162 and 790.163, involving a school or school personnel's property, school transportation, or a school-sponsored activity, you may be expelled (with or without continuing education services) from your regular school for a period of not less than one full year, as well as referred for criminal prosecution and mental health services identified by the school district, pursuant to F.S. 1012.584(4) for evaluation or treatment, when appropriate (1006.07 (2) (l) F.S.). The Superintendent may consider the expulsion requirement on a case-by-case basis and request the School Board to modify the requirement by assigning you to a disciplinary program, if it is determined to be in the best interest of you and the school system. Commission of either of these offenses is a second-degree felony, punishable by up to 15 years imprisonment and a $10,000 fine. The School Board must maintain a policy for all threats to commit violence or harm. Even threats made in jest or in exaggeration must be treated as serious and may subject you to suspension, reassignment, or expulsion. If you make a threat of violence, the school administration will assess the situation and where appropriate, take administrative action.

Violent Acts

If you violently attack a School Board employee or any other person or act as a decoy in a violent attack at school, a school function, on the bus or at a bus stop, you will be suspended from school for up to 10 days and may face a recommendation for expulsion or reassignment to an alternative program. If you are charged with violently attacking another person somewhere else other than school, you may be removed from the general education program and administratively assigned to another program if your principal believes your presence on campus may be disruptive or pose a concern for the safety of students or staff.

Possession of Firearms and Weapons

According to Florida Statute 790.115(2)(a) students will not possess any firearm, destructive device, or other weapon as defined in F.S. 790.001(13) and/or listed under Category A (below). Federal and state laws require you be expelled from school, with or without continuing educational services, for a period of not less than one full year, referred to mental health services identified by the school district, pursuant to F.S. 1012.584(4), and referred for criminal prosecution if you bring a firearm or a weapon to school, to any school function, or onto any school sponsored transportation, or if you possess a firearm or weapon at school. Expulsion is required, even if you brought the firearm or weapon for self-defense. The School Board may assign you to a disciplinary program for the purpose of continuing educational services during the period of expulsion. The Superintendent may consider the expulsion requirement on a case-by-case basis and request the School Board to modify the requirement by assigning you to a disciplinary program or other appropriate consequence, if it is determined to be in the best interest of you and the school system.

NOTE: Per F.S. 790.115, the School District of Manatee County strictly prohibits any firearms from being stored in student vehicles parked on any school grounds or at any school-sponsored event. Your principal may give you written permission to possess a gun or weapon while on campus or at a school function when the gun or weapon is part of the curriculum of the school. An example of this is when a gun or rifle may be part of JROTC drill and firing ranges. If you bring weapon-like contraband to school, to any school function, or onto any school sponsored transportation, or if you use any non-weapon as a weapon to threaten or injure others, you may be suspended for up to 10 days and possibly recommended for alternative placement, expulsion, and referred for criminal prosecution.

WEAPONS AND FIREARMS
Category A

Mandatory Alternative Placement or Expulsion
F.S. 1006.13 and F.S. 790.001(6)(13)

a. Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
b. The frame or receiver of any such weapon described above;
c. Any firearm muffler or firearm silencer;
d. Any machine gun;
e. Any destructive device as defined by F.S. 790.001(4) including but not limited to bomb, grenade, mine, rocket, missile, pipe bomb, or similar device containing an explosive, incendiary, or poison gas;
f. Any type of weapon which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive and which has a barrel with a bore of ½ inch or more in diameter;
g. Knife or dirk (excluding common pocket knife, plastic knife and blunt bladed table knife);
h. Metallic or other knuckles;
i. Slungshot - a striking weapon consisting of weight or other hard object affixed on a flexible handle or strap;
j. Billy club;
k. Flare gun;
l. Tear gas gun, except a self-defense chemical spray carried solely for the purpose of self-defense in a compact size and containing not more than 2 ounces of chemical.
m. Chemical weapon or device or any other deadly weapon.
n. Electric weapon or device.

WEAPON-LIKE CONTRABAND
Category B

Suspension or Alternative Placement or Expulsion
F.S. 1006.13 and F.S. 790.001(6)(13)

a. Slingshot;
b. Fireworks;
c. Razorblade/razor;
d. Any knife or bladed instrument not covered in Category A;
e. Non-weapons used as weapons: A student using as a weapon any article or substance not normally considered to be a weapon (including but not limited to rocks, pens, pencils, lasers, chains, lumber, screwdriver, etc.) or facsimile (toy or otherwise) but which is used by a student as a weapon to intimidate, threaten, coerce or injure another individual shall be suspended and may be recommended for expulsion.
f. Any replica or facsimile of any item listed in Categories A or B, including toys, souvenirs, antiques, broken, or inoperable weapons, including but not limited to bb guns, pellet guns, paint guns, squirt guns, regardless of how they are used or displayed.
g. Ammunition and any component thereof, including but not limited to bullets, shotgun shells, bullet casings, magazines, or clips.

In addition to the administrative actions listed in the Code of Student Conduct, possession of weapon-like contraband by any student while the student is on school property or in attendance at a school function may also result in criminal prosecution (F.S. 790.115).

Gang Activity

No student shall commit any act which promotes gangs or gang-related activities. A criminal street gang is a formal or informal organization or group that has as one of its primary activities the commission of criminal or delinquent acts and consists of three or more persons who have a common name or common identifying signs or symbols and have one or more members who engage in a pattern of criminal street gang activity. Conduct prohibited by this policy includes but is not limited to the following:

a. Wearing, possessing, using, distributing, displaying, or selling any clothing, jewelry, emblems, badges, symbols, signs or other items which may be evidence of membership or affiliation in any gang.
b. Communicating either verbally or non-verbally (gestures, handshakes, slogans, drawings, etc.) to convey membership or affiliation in a gang.
c. Soliciting others for gang membership.
d. Tagging, or otherwise defacing school or personal property with gang or gang-related symbols or slogans.
e. Requiring payment of protection, insurance, or otherwise intimidating or threatening any person related to gang activity.
f. Inciting other students to intimidate or to act with physical violence upon any other person related to gang activity.
g. If you commit any gang-related activity while at school, a school activity, school bus stop, or on a school bus, you will be suspended from school for up to 10 days. If you commit a second gang- related activity while under the jurisdiction of the school district that can be documented by law enforcement, you may be assigned to an alternative program or face expulsion.

"Sexting"

If while under the jurisdiction of the school district you post, send or forward to anyone else a nude or sexually revealing images of a person through the Internet or text message, or if you show such images to other people, you may be suspended from school and possibly be recommended for reassignment or expulsion. You may also be subject to arrest for violation of child pornography laws if the student in the photo is a minor. If you are found to have sent any such images or messages to other members of the school community regardless of time or location, you still may be subject to school-based consequences under Florida cyberbullying and harassment laws (F.S. 1006.147).

Making False Accusations

If you intentionally make false accusations that jeopardize the professional reputation, employment or professional certification of a teacher or other member of the school staff, you will be suspended for up to 10 days and may be recommended for assignment to an alternative school or for expulsion.

MISCONDUCT THAT MAY RESULT IN DISCIPLINE

You are expected to behave during the time you are at school, at school activities, at the school bus stop and on the school bus. You may be disciplined if you do anything during those times or attempt to do anything that violates a school rule or that may:

- Hurt, harass or threaten others,
- Damage property,
- Disrupt class, school or a school activity,
- Be dishonest or
- Violate a criminal law or state statute.

You may be subject to disciplinary action even if your conduct occurs off campus but is connected to activities or incidents that occurred on campus or at a school activity, or conduct that, regardless of where it occurs, is directed at a Board official or employee, or the property of such official or employee.

Discipline Matrix for Schools

The discipline matrix is a tool that helps ensure a consistent and progressive response to discipline across all SDMC schools. In the 2018-2019 school year, the SDMC introduced a discipline matrix for both middle and high schools. Beginning with the 2021-2022 school year, the district adopted separate matrices for grades PK-2 and grades 3-5 at the elementary level.

The below incident codes and corresponding types of offenses represent the different types of infractions found in our FOCUS student information system. These larger infraction headings encompass the full range of student misconduct and include more specific behaviors (such as cutting in the lunch line or using profanity). **Each offense may be met with a range of appropriate consequences that escalate with each successive infraction of that offense. The matrix does not necessarily call for every intervention or consequence listed, but rather reflects a range of appropriate possibilities, considering any mitigating factors. All Office Discipline Referrals are also met with a phone call home to your parent(s), in addition to any consequences outlined in the matrix.**

Once the type of offense is located on the left-hand side of the matrix, simply follow that row to the right to see which consequences and interventions are considered appropriate for the number of times that specific offense has been repeated. You may use the key below for proper identification of the specific types of administrative action found on the matrix.

Action Code	**Administrative Action Type**	Action Code	**Administrative Action Type**
ASD	After School Detention	LDT	Lunch Detention
ALT	Alternative Placement Referral	S	Other SESIR Defined
AOS	Alternative to OSS	OSS	Out of School Suspension
AWD	Assign Work Detail	PCN	Parent Conference
BSD	Before School Detention	PPH*	Parent(s) Phoned
BCM	Behavior Contract Made	PWR	Parent(s) Written
CUP	Clean Up – Vandalism	PMD	Peer Mediation
CMS	Community Service	RGU	Referred to Guidance
CFS	Confiscation	RLW	Referred to Law Enforcement
CFR	Conflict Resolution (includes NCO)	RTI	Response to Intervention (MTSS)
CAW	Counseled and Warned	RES	Restitution
DIS	Other District Defined (such as contracts, intervention courses)	SPH	Susp. Extended, Pending Hearing
EXS	Extra School	ISC	Susp. Until Parent Conf. – ISS
FIN	Fine Charged	OSC	Susp. Until Parent Conf. – OSS
ISS	In-School Suspension	SBS	Suspended from Bus
LOA	Letter of Apology	TMO	Time Out
LPP	Loss of Parking Privileges	Zero	Student receives no grade for work
LOP	Loss of Privileges		

* All Office Discipline Referrals are to be met with attempted telephone contact with the enrolling parent

SDMC Elementary School Discipline Matrix – Grades PK-2

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	No Referral – work with parents to resolve attendance issues				
DB	Disruptive Behavior	CAW	LOP, PWR, TMO	PCN, LOP, ISS, RGU, TMO	LDT, LOP, PCN, RTI 1 Day ISS	LOP, PCN, RTI, 1 Day ISS
DC	Dress Code Violation	No referral – work with parents to resolve any issues regarding appropriate attire				
DO	Disrespect Towards Others	CAW, LOA	LOA, LOP	CFR, LOA, LOP, PWR, RGU	CFR, LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
FS	Failure to Serve Consequence	CAW	LOP, PWR	LOP, PCN	LDT, LOP, PCN, RTI	LOP, PCN, RTI, 1 Day ISS
HP	Horseplay	CAW	CAW, LOP	LOP, PWR, RGU, TMO	LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
ID	Identification Infraction	No Referral – Parents must pay for lost or replacement ID badges				
IN	Inappropriate Behavior (Minor)	CAW	LOP	LOP, PWR, RGU, TMO	LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
MV	Medication Policy Violation	CAW	LOP, PWR, PCN	LOP, PCN	LDT, LOP, PCN, RTI	LOP, PCN, RTI, 1 Day ISS
TA	Tardies, Habitual	-	-	-	-	-
TE	Technology – Inappropriate or Unauthorized Use	CAW	LOP, PWR	LOP, PCN	LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
LEVEL 2 OFFENSES						
AN	Aggression, Non-Physical	CAW, CFR, LOA, TMO	CFR, LOA, LOP, PWR, RGU, TMO	LOP, PCN, RGU, RTI, 1 Day ISS,	LOP, PCN, RTI, 1-2 Days ISS,	1 Day OSS, LOP, PCN, ALT
BL	Bullying, Non-SESIR	CAW, CFR, LOA, TMO	CFR, LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RTI, 1-2 days ISS	BCM, DIS, LOP, PCN, 1 Day OSS	ALT, LOP, 1-2 Days OSS
CH	Cheating	LOP, Zero,	LOP, PWR, Zero,	LOP, PCN, PWR, RGU, TMO, Zero	LDT, LOP, PCN, RTI, TMO, Zero,	LOP, PCN, Zero, 1 Day ISS
CO	Contraband, Possession	CAW, CFS, LOP,	CFS, LOP, PWR, RGU, TMO	CFS, LOP, PCN, RGU, TMO	CFS, LOP, PCN, RTI, 1 Day ISS	ALT, CFS, LOP, PCN, RTI, 1 Day ISS
DF	Defiance	CAW, LOA, LOP	LOA, LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
DA	Disrespect towards Staff or Authority	CAW, LOA, LOP	LOA, LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
EC	Electronic Cigarette Possession	CFS, PCN, RLW	CFS, PCN, RLW, RTI, 1 Day ISS	CFS, PCN, RLW, RTI, 1 Day OSS	Contact DCF	-
EN	Endangerment	CAW, LOA, LOP	LOP, PWR, RGU, TMO	LOP, PCN, RGU, RTI, TMO	LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
IN	Inappropriate Behavior (Major)	CAW, LOP, TMO	LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
HA	Harassment, Non-SESIR	CAW, LOP, TMO	LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
LC	Leaving Campus Without Authorization	CAW, LOP	LOP, PCN, RTI, TMO	LOP, PCN, RTI, TMO, 1 Day ISS	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
***TBC**	SESIR Tobacco Possession or Use	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
TF	Theft / Larceny (Under $750)	CAW, LOA, LOP, RES	LOA, LOP, PWR, RES, RGU, RLW, TMO	LOP, PCN, RES, RGU, RLW, RTI, TMO	DIS, LOP, PCN, RES, RTI, RLW, 1 Day ISS	ALT, LOP, PCN, RES, RLW, RTI, 2 Days ISS
VN	Vandalism (Under $1,000)	CAW, LOA, LOP	LOA, LOP, PWR, RES, RGU, RLW, TMO	LOP, PCN, RES, RLW, RTI, TMO	DIS, LOP, PCN, RES, RTI, RLW, 1 Day ISS	ALT, LOP, PCN, RES, RLW, RTI, 2 Days ISS
LEVEL 3 OFFENSES						
Due to age considerations, the PK-2 Matrix does not include SESIR incidents. Please refer to the Grade 3-5 Matrix, if you determine behavior from a PK-2 student qualifies as a SESIR incident.						
AG	Aggression, Physical	CAW, CFR, LOA, TMO	CFR, LOA, LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Days OSS,	ALT, LOP, PCN, 1-2 Days OSS
***ALC**	SESIR Alcohol Possession, Use, or Distribution	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
***BUL**	SESIR Bullying	See Grades 3-5 Matrix	-	-	-	-
CS	Contraband, Sale	CAW, CFS, LOP, PWR	CFS, LOP, PNC, RGU, TMO	CFS, LOP, PCN, RTI, 1 Day ISS	CFS, DIS, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, DIS, LOP, PCN, RTI, 1-2 Days OSS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
DV	Dating Violence or Abuse	See Grades 3-5 Matrix	-	-	-	-
***DRU**	SESIR Drug Possession or Use	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
FT	Fighting, Non-SESIR	CAW, CFR, LOA, TMO	CFR, LOA, LOP, PWR, RGU, 1 Day ISS	DIS, LOP, PCN, RTI, 1 Days OSS,	ALT, LOP, PCN, 1-2 Days OSS	-
GN	Gang-Related Activity	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
***HAR**	SESIR Harassment	See Grades 3-5 Matrix	-	-	-	-
***HAZ**	SESIR Hazing	See Grades 3-5 Matrix	-	-	-	-
OS	Other Serious Misconduct	LOP, PWR, TMO	LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Days OSS,	ALT, LOP, PCN, 1-2 Days OSS
***STL**	SESIR Theft/Larceny ($750 or More)	See Grades 3-5 Matrix	-	-	-	-
SX	Sexting	See Grades 3-5 Matrix	-	-	-	-
***SXH**	SESIR Sexual Harassment	See Grades 3-5 Matrix	-	-	-	-
***SXO**	SESIR Sexual Other	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
***TRS**	SESIR Trespassing	See Grades 3-5 Matrix	-	-	-	-
***VAN**	SESIR Vandalism	See Grades 3-5 Matrix	-	-	-	-

LEVEL 4 OFFENSES

Due to age considerations, the PK-2 Matrix does not include SESIR incidents. Please refer to the Grade 3-5 Matrix, if you determine behavior from a PK-2 student qualifies as a SESIR incident

***ARS**	SESIR Arson	See Grades 3-5 Matrix	-	-	-	-
***BAT**	SESIR Battery	See Grades 3-5 Matrix	-	-	-	-
***DOC**	SESIR Disruption on Campus	See Grades 3-5 Matrix	-	-	-	-
***DRD**	SESIR Drug Distribution	See Grades 3-5 Matrix & Contact DCF	-	-	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
FA	False Accusation	LOP, PCN, PWR, 1 Day ISS	LOP, PCN, RGU, RTI, 1-2 Days ISS	ALT, PCN, 1-2 Days OSS	-	-
***FIT**	SESIR Fighting	See Grades 3-5 Matrix	-	-	-	-
***OMC**	SESIR Other Major	See Grades 3-5 Matrix	-	-	-	-
***PHA**	SESIR Physical Attack	See Grades 3-5 Matrix	-	-	-	-
***ROB**	SESIR Robbery	See Grades 3-5 Matrix	-	-	-	-
***SXA**	SESIR Sexual Assault	See Grades 3-5 Matrix	-	-	-	-
***SXB**	SESIR Sexual Battery	See Grades 3-5 Matrix	-	-	-	-
***TRE**	SESIR Threat	See Grades 3-5 Matrix	-	-	-	-
WC	**Weapon-Like Contraband**	CAW, CFS, LOP, PWR, RGU, RLW	CFS, DIS, LOP, PNC, RGU, RTI, 1 Day ISS	ALT, CFS, DIS, LOP, PNC, RTI, 1-2 Days OSS	-	-
***WPO**	SESIR Weapon Possession or Use	See Grades 3-5 Matrix	-	-	-	-

SDMC Elementary School Discipline Matrix – Grades 3-5

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	CAW, LOP	LOP, TMO	No referral for arriving late to campus– work with parents to resolve attendance issues		
DB	Disruptive Behavior	CAW, TMO	LOP, PWR, RGU, TMO, 1 Day ISS	LOP, PCN, RGU, RTI, 1-2 Days ISS	LDT, LOP, PCN, RTI, 1 Day OSS	LOP, PCN, RTI, 1-2 Days OSS
DC	Dress Code Violation	No referral – work with parents to resolve any issues regarding appropriate attire				
DO	Disrespect Towards Others	CAW, LOA	CFR, LOA, LOP, PMD, TMO	CFR, LOP, PMD, PWR, RGU, TMO, 1 Day ISS	CFR, LDT, LOP, PCN, PMD, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1-2 Days OSS
FS	Failure to Serve Consequence	CAW	ASD, BSD, LDT, LOP	ASD, BSD, LDT, LOP, PCN, 1 Day ISS	ASD, BSD, LDT, LOP, PCN, RTI, 1-2 Days ISS	LDT, LOP, PCN, RTI, 2-3 Days ISS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
HP	Horseplay	CAW	CAW, LOP, RGU, TMO	LDT, LOP, PWR, RGU, RTI, TMO	LDT, LOP, PCN, RTI, 1 Day ISS	LDT, LOP, PCN, RTI, 1-2 Days ISS
ID	Identification Infraction	No Referral – Parents must pay for lost or replacement ID badges				
IN	Inappropriate Behavior (Minor)	CAW	LDT, LOP, TMO	LDT, LOP, PWR, RGU, RTI, 1 Day ISS	LDT, LOP, PCN, RTI, 1-2 Days ISS	LDT, LOP, PCN, RTI, 1 Day OSS
MV	Medication Policy Violation	CAW, PWR	LOP, PWR, PCN	LDT, LOP, PCN, RTI	LDT, LOP, PCN, RTI, 1 Day ISS	LDT, LOP, PCN, RTI, 1-2 Days ISS
TA	Tardies, Habitual	-	-	-	-	-
TE	Technology – Inappropriate or Unauthorized Use	CAW, CFS	LOP, PWR, CFS, TMO	CFS, LDT, LOP, PCN, TMO	CFS, LDT, LOP, PCN, RTI, 1 Day ISS	CFS, LOP, LDT, PCN, RTI, 1-2 Days ISS
LEVEL 2 OFFENSES						
AN	Aggression, Non-Physical	CAW, CFR, LOA, PMD, TMO	CFR, LDT, LOA, LOP, PMD, PWR, RGU, 1 Day ISS	LDT, LOP, PCN, PMD, RGU, RTI, 1-2 Days ISS,	DIS, LOP, PCN, RTI, 1 Day OSS,	ALT, LOP, PCN, ALT, 1-2 Days OSS
BL	Bullying, Non-SESIR	CAW, CFR, LOA, TMO	CFR, LDT, LOP, RGU,1-2 Days ISS	BCM, DIS, LOP, PCN, RTI, 1 Day OSS	ALT, BCM, DIS, LOP, PCN, RTI, 1-2 Days OSS	ALT, LOP, 1-3 Days OSS
CH	Cheating	LOP, TMO, Zero,	LDT, LOP, PWR, RGU, Zero, 1 Day ISS	LDT, LOP, PCN, RTI, Zero, 1-2 Days ISS	LDT, LOP, PCN, RTI, Zero, 1 Day OSS	LOP, PCN, Zero, 1-2 Days OSS
CO	Contraband, Possession	CAW, CFS, LOP, TMO	CFS, LOP, PCN, RGU, 1 Day ISS	CFS, LDT, LOP, PCN, RTI, 1-2 Days ISS	CFS, DIS, LDT, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, LOP, PCN, 1-2 Days OSS
DF	Defiance	CAW, LOA, LOP, TMO	LDT, LOA, LOP, PWR, RGU, 1 Day ISS	BCM, LDT, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
DA	Disrespect towards Staff or Authority	CAW, LOA, LOP	LDT, LOA, LOP, PWR, RGU, TMO	BCM, LDT, LOP, PCN, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
EC	Electronic Cigarette Possession	CFS, DIS, PWR, RLW, 1 Day ISS	CFS, PCN, RLW, RTI, 1-2 Days ISS	CFS, PCN, RLW, RTI, 1 Day OSS	CFS, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	ALT, 1-3 Days OSS, Contact DCF
EN	Endangerment	CAW, LOA, LOP, TMO	LDT, LOP, PWR, RGU, 1 Day ISS	BCM, LDT, LOP, PCN, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
IN	Inappropriate Behavior (Major)	CAW, LOP, TMO, 1 Day ISS	LDT, LOP, PWR, RGU, TMO, 1-2 Days ISS	BCM, LDT, LOP, PCN, RGU, RTI, 1 Day OSS	DIS, LOP, PCN, RTI, 1-2 Days OSS	ALT, LOP, PCN, 1-3 Days OSS
HA	Harassment, Non-SESIR	CAW, LOP, TMO	LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
LC	Leaving Campus Without Authorization	CAW, LDT, LOP, TMO	LDT, LOP, PCN, RTI, TMO, 1 Day ISS	LDT, LOP, PCN, RTI, TMO, 1-2 Days ISS	DIS, LDT, LOP, PCN, RTI, 1-3 Days ISS	ALT, LOP, PCN, 1 Day OSS
***TBC**	SESIR Tobacco Possession or Use	CFS, FIN, PWR, RLW, TMO	CFS, FIN, PCN, RLW, RTI, 1-2 Days ISS	CFS, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	Contact DCF	-
TF	Theft / Larceny (Under $750)	CAW, LOA, LOP, RES, RLW, TMO	LDT, LOA, LOP, PWR, RES, RGU, RLW, 1 Day ISS	LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days ISS	DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-2 Days OSS	ALT, LOP, PCN, RES, RLW, 1-3 Days OSS
VN	Vandalism (Under $1,000)	CAW, CUP, LOA, LOP, RES, RLW, TMO	CUP, LDT, LOA, LOP, PWR, RES, RGU, RLW, 1 Day ISS	CUP, LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days ISS	CUP, DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-2 Days OSS	ALT, CUP, LOP, PCN, RES, RLW, 1-3 Days OSS
LEVEL 3 OFFENSES						
AG	Aggression, Physical	CAW, CFR, LOA, LOP PMD, 1 Day ISS, 1 Day OSS	CFR, LDT, LOA, LOP, PMD, PWR, RGU, 1-2 Days ISS. 1-2 Days OSS	LDT, LOP, PCN, PMD, RGU, RTI, 1-3 Days OSS,	DIS, LOP, PCN, RTI, 1-4 Days OSS,	ALT, LOP, PCN, ALT, 2-5 Days OSS
***ALC**	SESIR Alcohol Possession, Use, or Distribution	LOP, PCN, RLW, 3-5 Days OSS (Use SAFE)	ALT (automatic), LOP, PCN, RLW, 3-5 Days OSS, Contact DCF	-	-	-
***BUL**	SESIR Bullying	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOP, RGU,1-2 Days OSS	BCM, DIS, LDT, LOP, PCN, RTI, 1-3 Days OSS	ALT, BCM, DIS, LOP, PCN, RTI, 2-3 Days OSS	ALT, LOP, 2-4 Days OSS
CS	Contraband, Sale	CFS, LOP, PWR, 1-2 Days ISS, 1 Day OSS	CFS, LOP, PNC, RGU, RTI, 1 Day OSS	BCM, CFS, LOP, PCN, RTI, 1-2 Days OSS	ALT, BCM, CFS, DIS, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, DIS, LOP, PCN, RTI, 1-2 Days OSS
DV	Dating Violence or Abuse	CFR, LOP, RLW, 1-2 Days ISS, 1 Day OSS	BCM, CFR, LOP, PCN RLW, RTI, 1 Day OSS	CFR, DIS, LOP, PCN, RLW, RTI, 1-2 Days OSS	ALT, CFR, LOP, RLW, 1-3 Days) OSS	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
*DRU	SESIR Drug Possession or Use	LOP, PCN, RLW, 3-5 Days OSS (Use SAFE)	ALT LOP, PCN, RLW, 3-5 Days OSS, Contact DCF	-	-	-
FT	Fighting, Non-SESIR	CFR, LDT, LOA, LOP, PMD, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOA, LOP, PMD, PWR, RGU, 1-2 Days OSS	DIS, LDT, LOP, PCN, RTI, 1-3 Days OSS	ALT, DIS, LOP, PCN, RTI, 1-4 Days OSS	-
GN	Gang-Related Activity	CFR, LOP, PCN, RLW, 1-2 Days OSS	BCM, DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS, Contact DCF	ALT (automatic), LOP, PCN, RLW 2-4 Days OSS. Contact DCF	-	-
*HAR	SESIR Harassment	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOP, RGU,1 Day OSS	BCM, DIS, LDT, LOP, PCN, RTI, 1-2 Days OSS	ALT, BCM, DIS, LOP, PCN, RTI, 1-3 Days OSS	ALT, LOP, 2-4 Days OSS
*HAZ	SESIR Hazing	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOP, RGU,1 Day OSS	BCM, DIS, LDT, LOP, PCN, RTI, 1-2 Days OSS	ALT, BCM, DIS, LOP, PCN, RTI, 1-3 Days OSS	ALT, LOP, 2-4 Days OSS
OS	Other Serious Misconduct	LDT, LOP, PWR, 1-2 Days ISS, 1 Day OSS	LDT, LOP, PCN, PWR, RGU, 1-2 Days OSS	BCM, DIS, LOP, PCN, RTI, 1-3 Days OSS	BCM, DIS, LOP, PCN, RTI, 2-3 Days OSS,	ALT, LOP, PCN, 2-4 Days OSS
*STL	SESIR Theft/Larceny ($750 or More)	LDT, LOA, LOP, PWR, RES, RLW, 1 Day ISS, 1 Day OSS	BCM, LOP, PCN, RES, RGU, RLW, RTI, 1-2 Days OSS	BCM, LOP, PCN, RES, RLW, RTI, 1-3 Days OSS	DIS, LOP, PCN, RES, RTI, RLW, 1-4 Days OSS	ALT, LOP, PCN, RES, RLW, 2-5 Days OSS
SX	Sexting	LDT, LOP, PWR, RLW, 1 Day ISS, 1 Day OSS	LDT, LOP, PCN, RGU, RLW, 1 Day OSS	BCM, LDT, LOP, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS, Contact DCF	ALT, LOP, 2-4 Days OSS, Contact DCF
*SXH	SESIR Sexual Harassment	CFR, LOA, LOP, PWR, RGU, RLW, 1 Day ISS, 1 Day OSS	CFR, LOP, PCN, RLW, RTI, 1 Day OSS, Contact DCF	BCM, CFR, LOP, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	CFR, DIS, LOP, PCN, RLW, 1-3 Days OSS	ALT, LOP, 2-4 Days OSS
*SXO	SESIR Sexual Other	CFR, LOP, PCN, RLW, 1-2 Days OSS, Contact DCF	BCM, CFR, DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS, Contact DCF	ALT (automatic), LOP, PCN, RLW 2-4 Days OSS, Contact DCF	-	-
*TRS	SESIR Trespassing	LOP, PWR, RLW, 1 Day ISS	LOP, PCN, RLW, 1 Day OSS	BCM, LOP, PCN, RLW,	DIS, LOP, PCN, RLW,	ALT, LOP, RLW, 2-4 Days OSS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
				RTI, 1-2 Days OSS	RTI, 1-3 Days OSS	
*VAN	SESIR Vandalism	CUP, LOA, LDT, LOP, PCN, PWR, RES, RLW, 1 Day ISS, 1 Day OSS	CUP, LDT, LOP, PCN, RES, RGU, RLW, 1-2 Days ISS	BCM, CUP, LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days OSS	CUP, DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-3 Days OSS	ALT, CUP, LOP, PCN, RES, RLW, 2-4 Days OSS
LEVEL 4 OFFENSES						
*ARS	SESIR Arson	ALT, PCN, LOP, RLW, 2-4 Days OSS	ALT, PCN, RLW, 4-6 Days OSS	-	-	-
*BAT	SESIR Battery	ALT, CFR, LOP, PCN, RLW, 2-4 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-
*DOC	SESIR Disruption on Campus	ALT, LOP, PCN, RLW, 2-4 Days OSS	ALT, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-
*DRD	SESIR Drug Distribution	ALT, PCN, RLW, 5-10 Days OSS, Contact DCF	-	-	-	-
FA	False Accusation	ALT, LOA, LOP, PCN, 2-4 Days OSS	ALT, DIS, LOA, LOP, PCN, RTI, 4-6 Days OSS	ALT, PCN, 5-10 Days OSS	-	-
*FIT	SESIR Fighting	CFR, LOP, PCN, 1-3 Days OSS	CFR, DIS, LOP, PCN, RTI, 3-5 Days OSS	ALT, PCN, 5-10 Days OSS	-	-
*OMC	SESIR Other Major	CFS, LOP, PCN, 1-3 Days OSS	ALT, CFS, DIS, LOP, PCN, RTI, 3-5 Days OSS	ALT, CFS, PCN, 5-10 Days OSS	-	-
*PHA	SESIR Physical Attack	CFR, LOP, PCN, RLW, 2-4 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-
*ROB	SESIR Robbery	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 3-5 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
*SXA	SESIR Sexual Assault	ALT, LOP, RLW, 5-10 Days OSS, Contact DCF	ALT, RLW, 5-10 Days OSS, Contact DCF	-	-	-
*SXB	SESIR Sexual Battery	ALT, LOP, RLW, 5-10 Days OSS, Contact DCF	-	-	-	-
*TRE	SESIR Threat	CFR, LOP, PWR, PCN, RLW, RTI, 1-3 Days OSS, Conduct Threat Assessment	ALT, CFR, DIS, LOP, PCN, RTI, RLW, 3-5 Days OSS, Conduct Threat Assessment	ALT, PCN, RLW, 5-10 Days OSS, Conduct Threat Assessment	-	-
WC	Weapon-Like Contraband	CFS, LOP, PWR, RGU, RLW, 1-3 Days OSS Consider Threat Assessment	ALT, CFS, DIS, LOP, PNC, RTI, 3-5 Days OSS Consider Threat Assessment	ALT, CFS, DIS, LOP, PNC, 5-10 Days OSS Consider Threat Assessment	-	-
*WPO	SESIR Weapon Possession or Use	ALT, CFS, PNC, 5-10 Days OSS, Conduct Threat Assessment	-	-	-	-

SDMC MIDDLE SCHOOL MATRIX FOR GRADES 6-8

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	ASD, BSD, or LDT	ASD, BSD, or LDT, AWD, EXS	1 Day ISS, TMO, LOP, BCM,	1-2 Days ISS, LOP, PCN	2-3 Days ISS, LOP, RTI
DB	Disruptive Behavior	ASD, BSD, or LDT	ASD, BSD, or LDT, EXS	1 Day ISS, TMO, LOP, BCM	1-2 Days ISS, or 1 Day OSS LOP, BCM, RTI	2-3 Days ISS, or 1-3 Days OSS, BCM, LOP, PCN,
DC	Dress Code Violation	CAW	LOP (5 Days), PCN	LDT	LOP (30 Days)	1 Day ISS, LOP, PCN
DO	Disrespect Towards Others	ASD, BSD, or LDT, LOA	EXS, 1Day ISS, LOA, TMO	1-2 Days ISS, LOP, PWR	1-2 Days OSS, LOP, BCM	2-3 Days OSS, LOP, PCN, RTI
FS	Failure to Serve Consequence	EXS, 1 Day ISS, or AWD	1-2 Days ISS, AWD, or 1 Day OSS	2-3 Days ISS, 1-2 Days OSS, LOP	3-4 Days ISS, 2-3 Days OSS, LOP, PCN	4-5 Days ISS, 3-4 Days OSS, LOP

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
HP	Horseplay	ASD, BSD, or LDT	EXS	1-3 Days ISS, TMO	1-2 Days OSS, LOP, BCM	2-3 Days OSS BCM, LOP, PCN, RTI
ID	Identification Infraction	CAW	ASD, BSD, or LDT	1 Day ISS, TMO	1-3 Days ISS, LOP	1 Day OSS, LOP, PCN
IN	Inappropriate Behavior (Minor)	ASD, BSD, or LDT, AWD (if (appropriate)	EXS, AWD, 1 Day ISS, TMO	1 Day ISS, TMO, AWD, LOP	1-2 Days ISS, 1 Day OSS, LOP, BCM	2-3 Days ISS, 1-2 Days OSS, LOP, PCN, RTI
MV	Medication Policy Violation	CAW	ASD, BSD, or LDT	EXS, LOP	1-2 Days ISS, PCN, LOP	1-2 Days OSS, LOP, BCM
TA	Tardies, Habitual	CAW	ASD, BSD, or LDT, AWD	EXS, LOP, TMO	1 Day ISS, TMO, EXS, LOP,	1-3 Days ISS, EXS, LOP, PCN
TE	Technology – Inappropriate or Unauthorized Use	CAW	ASD, BSD, or LDT, CFS	EXS, 1 Day ISS, TMO, CFS	1-3 Days ISS, CFS, LOP, PCN	1-2 Days OSS, EXC, CFS, LOP, PCN
	LEVEL 2 OFFENSES					
AN	Aggression, Non-Physical	1-2 Days ISS, TMO, 1 Day OSS, CFR	1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, RTI, BCM,	3-4 Days OSS, LOP, RTI, PCN	4-5 Days OSS, LOP, PCN, ALT
BL	Bullying, Non-SESIR	1-2 Days ISS, TMO, 1 Day OSS, CFR	1-2 Days ISS, 1-2 Days OSS, CFR, LOP, BCM	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN,	4-5 Days OSS, LOP, ALT
CH	Cheating	Zero, ASD, BSD, or LDT, LOP	Zero, EXS, LOP	Zero, 1 Day ISS, TMO, LOP	Zero, 1-3 Days ISS, LOP, PCN	Zero, 1-2 Days OSS, LOP
CO	Contraband, Possession	1-2 Days ISS, TMO, 1 Day OSS, CFS	2-3 Days ISS, 1-2 Days OSS, LOP, CFS	2-3 Days OSS, LOP, BCM, CFS	3-4 Days OSS, CFS LOP, PCN,	4-5 Days OSS,CFS, LOP, RTI
DF	Defiance	1-2 Days ISS, TMO	2-3 Days ISS, TMO, LOP	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, PCN, RTI	3-5 Days OSS, LOP, DIS
DA	Disrespect towards Staff or Authority	1-2 Days ISS, TMO	2-3 Days ISS, TMO, 1-2 Days OSS LOP	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, DIS, RTI	4-5 Days OSS, LOP, ALT
EC	Electronic Cigarette Possession	2 Days ISS, 1Day OSS, DIS, CFS, FIN, RLW	2 Days OSS, CFS, FIN, RLW	3-4 Days OSS, CFS, LOP, FIN, RLW, PCN	4 Days OSS, LOP, CFS, FIN, RLW, PCN	5 Days OSS, LOP, CFS, FIN, RLW, PCN
EN	Endangerment	1-2 Days ISS, 1 Day OSS	1-2 Days OSS, LOP	2-3 Days OSS, LOP, BCM	3-4 Days OSS, LOP, PCN, RTI	4-5 Days OSS, LOP, DIS, ALT
IN	Inappropriate Behavior (Major)	EXS, AWD (if (appropriate), 1-2 Days ISS,	2-3 Days ISS, 1-2 Days OSS	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, BCM, RTI	4-5 Days OSS, LOP, RTI, PCN, DIS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
		TMO, 1 Day OSS				
HA	Harassment, Non-SESIR	1-2 Days ISS, TMO	1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN,	4-5 Days OSS, LOP, DIS, ALT
LC	Leaving Campus Without Authorization	1-2 Days ISS, TMO, EXS	2-3 Days ISS, EXS, ASD, LDT, BSD	1-2 Days OSS, LOP, BCM	2-3 Days OSS, LOP, DIS, PCN, RTI	4-5 Days OSS, LOP, ALT
***TBC**	SESIR Tobacco Possession or Use	1-2 Days ISS, TMO, CFS, FIN, RLW	1-2 Days OSS, CFS, DIS, FIN, RLW	2-3 Days OSS, CFS, DIS, FIN, RLW, PCN	3-4 Days OSS, LOP, CFS, FIN, RLW, PCN	4-5 Days OSS, LOP, CFS, FIN, RLW, PCN
TF	Theft / Larceny (Under $750)	1-2 Days ISS, TMO, 1 Day OSS, RLW, RES	1-2 Days OSS, RLW, RES, LOP	2-3 Days OSS, RLW, RES, LOP, PCN	3-4 Days OSS, RLW, RES, LOP, RTI, BCM	4-5 Days OSS, RLW, RES, LOP, ALT
VN	Vandalism (Under $1,000)	1-2 Days ISS, TMO, 1 Day OSS, RES, AWD	1-2 Days OSS, RES, AWD, CMS, LOP, RLW, PCN	2-3 Days OSS, RES, AWD, CMS, LOP, RLW, PCN, RTI	3-4 Days OSS, RES AWD, CMS, LOP, RLW, DIS	4-5 Days OSS, RES, CMS, RLW, LOP, ALT
LEVEL 3 OFFENSES						
AG	Aggression, Physical	1-3 Days ISS 1-2 Days OSS, LOP, CFR	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, PCN, RTI	5-6 Days OSS, LOP, DIS, ALT	6-7 Days OSS, LOP, ALT
***ALC**	SESIR Alcohol Possession, Use, or Distribution	5-10 Days OSS (Use SAFE), PCN, RLW	5-10 Days OSS, ALT (automatic), RLW	-	-	-
***BUL**	SESIR Bullying	1-2 Days OSS, LOP	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW	5-6 Days OSS, LOP, RLW, ALT	-
CS	Contraband, Sale	1-2 Days OSS, LOP, CFS	2-4 Days OSS, LOP, CFS	4-5 Days OSS, LOP, CFS, RLW, DIS, PCN, RTI	5-6 Days OSS,CFS, RLW LOP, ALT	-
DV	Dating Violence or Abuse	1-2 Days OSS, LOP, RLW	2-4 Days OSS, LOP, RLW, DIS, PCN	4-5 Days OSS, LOP, RLW, DIS, PCN, RTI	5-6 Days OSS, RLW, LOP, ALT	-
***DRU**	SESIR Drug Possession or Use	5-10 Days OSS (Use SAFE), PCN, RLW	5-10 Days OSS, ALT (auto), RLW	-	-	-
FT	Fighting, Non-SESIR	1-5 Days OSS*, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT (auto)	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
GN	Gang-Related Activity	1-5 Days OSS, PCN, RLW	5-10 Days OSS, RLW, ALT (auto)	-	-	-
***HAR**	SESIR Harassment	1-2 Days OSS, LOP	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW	5-6 Days OSS, LOP, RLW, ALT	-
***HAZ**	SESIR Hazing	1-2 Days OSS, LOP	2-4 Days OSS, LOP, PCN	4-5 Days OSS, LOP, DIS, RTI	5-6 Days OSS, LOP, ALT	-
OS	Other Serious Misconduct	1-3 Days OSS, LOP	3-5 Days OSS, LOP, BCM, PCN	5-6 Days OSS, LOP, DIS, RTI	6-7 Days OSS, LOP, ALT	-
***STL**	SESIR Theft/Larceny ($750 or More)	1-3 Days OSS, RLW, RES	3-4 Days OSS, RLW, RES, LOP	4-5 Days OSS, RLW, RES, LOP, PCN	5-6 Days OSS, RLW, RES, LOP, RTI, ALT	-
SX	Sexting	1-2 Days ISS, 1-2 Days OSS, RLW	2-4 Days OSS, RLW, LOP	4-5 Days OSS, RLW, LOP, BCM, PCN, RTI	5-6 Days OSS, RLW, LOP, DIS, ALT	6-7 Days OSS, RLW, LOP, ALT
***SXH**	SESIR Sexual Harassment	1-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, RTI, DIS	5-10 Days OSS, RLW, ALT	-	-
***SXO**	SESIR Sexual Other	1-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
***TRS**	SESIR Trespassing	1 Day ISS, 1 Day OSS, RLW	1-2 Days OSS, RLW, LOP	2-3 Days OSS, RLW, LOP, PCN	3-4 Days OSS, RLW, LOP, ALT, DIS	4-5 Days OSS, RLW, LOP, ALT
***VAN**	SESIR Vandalism	1-5 Days OSS, RES, RLW, AWD	3-7 Days OSS, RES, AWD, DIS	5-10 Days OSS, RES, RLW, ALT	-	-
LEVEL 4 OFFENSES						
***ARS**	SESIR Arson	3-10 Days OSS, RLW, PCN, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
***BAT**	SESIR Battery	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT	-	-
***DOC**	SESIR Disruption on Campus	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, DIS, PCN, RTI, ALT	5-10 Days OSS, RLW, ALT	-	-
***DRD**	SESIR Drug Distribution	5-10 Days OSS, ALT (auto), RLW	-	-	-	-
FA	False Accusation	3-5 Days OSS, PCN, ALT	5-10 Days OSS, ALT	-	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
*FIT	SESIR Fighting	3-7 Days OSS, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT	-	-
*OMC	SESIR Other Major	3-5 Days OSS, ALT, RLW	5-10 Days OSS, ALT, RLW	-	-	-
*PHA	SESIR Physical Attack	3-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT		
*ROB	SESIR Robbery	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
*SXA	SESIR Sexual Assault	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
*SXB	SESIR Sexual Battery	5-10 Days OSS, RLW, ALT	-	-	-	-
*TRE	SESIR Threat	3-7 Days OSS, RLW, Conduct Threat Assessment	5-10 Days OSS, RLW, PCN, RTI, DIS, ALT Conduct Threat Assessment	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-
WC	Weapon-Like Contraband	3-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	5-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	-	-	-
*WPO	SESIR Weapon Possession or Use	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-	-	-

SDMC HIGH SCHOOL MATRIX FOR GRADES 9-12

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	LDT	ASD, BSD,	AWD, EXS, 1 Day ISS, TMO	AWD, EXS, 1-2 Days ISS, LOP, BCM,	2-3 Days ISS, BCM, LOP, PCN
DB	Disruptive Behavior	ASD, BSD, or LDT	EXS, TMO	1 Day ISS, TMO	1-2 Days ISS, LOP, BCM, RTI	2-3 Days ISS, BCM, LOP, PCN,
DC	Dress Code Violation	CAW	LOP (5 Days), PCN	LDT	LOP (30 Days)	1 Day ISS, LOP, PCN

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
DO	Disrespect Towards Others	ASD, BSD, or LDT, LOA	EXS, 1Day ISS, TMO, LOA	1-2 Days ISS, TMO, LOP, PWR	1-2 Days OSS, LOP, BCM	2-3 Days OSS, LOP, PCN, RTI
FS	Failure to Serve Consequence	EXS, 1 Day ISS, or AWD	1-2 Days ISS, AWD, or 1 Day OSS	2-3 Days ISS, 1-2 Days OSS, LOP	3-4 Days ISS, 2-3 Days OSS, LOP, PCN	4-5 Days ISS, 3-4 Days OSS, LOP
HP	Horseplay	ASD, BSD, or LDT	EXS, TMO	1 Day ISS, TMO	1-2 Days OSS, LOP, BCM	2-3 Days OSS BCM, LOP, PCN, RTI
ID	Identification Infraction	CAW	ASD, BSD, or LDT	1 Day ISS, TMO	1-2 Days ISS, LOP	2-3 Days ISS, LOP, PCN
IN	Inappropriate Behavior (Minor)	ASD, BSD, or LDT, AWD (if (appropriate)	EXS, AWD, 1 Day ISS, TMO	1 Day ISS, TMO, AWD, LOP	1-2 Days ISS, 1 Day OSS, LOP, BCM	2-3 Days ISS, 1-2 Days OSS, LOP, PCN, RTI
MV	Medication Policy Violation	CAW	ASD, BSD, or LDT	EXS	1-2 Days ISS, PCN	1-2 Days OSS, LOP, BCM
TA	Tardies, Habitual	CAW	LDT	ASD, BSD, or LDT	EXS, LOP	EXS, LOP, PCN
TE	Technology – Inappropriate or Unauthorized Use	CAW	LDT, CFS	ASD, BSD, or LDT, CFS, TMO	1-3 Days ISS, TMO, CFS, LOP, PCN	1-2 Days OSS, EXC, CFS, LOP, PCN
	LEVEL 2 OFFENSES					
AN	Aggression, Non-Physical	1-2 Days ISS, TMO, 1 Day OSS	1-3 Days ISS, TMO, 1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, BCM,	3-4 Days OSS, LOP, PCN,	4-5 Days OSS, LOP, RTI
BL	Bullying, Non-SESIR	1-2 Days ISS, TMO, 1 Day OSS, CFR	1-2 Days ISS, 1-2 Days OSS, CFR, LOP, BCM	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN,	4-5 Days OSS, LOP, ALT
CH	Cheating	Zero, ASD, BSD, or LDT	Zero, EXS	Zero, 1 Day ISS, LOP	Zero, 1-2 Days ISS, LOP, PCN	Zero, 1-2 Days OSS
CO	Contraband, Possession	1-2 Days ISS, 1-2 Days OSS, CFS	1-2 Days OSS, LOP, CFS	2-3 Days OSS, LOP, BCM, CFS	3-4 Days OSS, CFS LOP, PCN,	4-5 Days OSS,CFS, LOP, RTI
DF	Defiance	1-2 Days ISS, TMO	2-3 Days ISS, TMO, LOP	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, PCN, RTI	3-5 Days OSS, LOP, DIS, ALT
DA	Disrespect towards Staff or Authority	1-2 Days ISS, TMO	2-3 Days ISS, TMO, 1-2, Days OSS LOP	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, DIS, RTI	4-5 Days OSS, LOP, ALT
EC	Electronic Cigarette Possession	2 Days ISS, 1Day OSS, DIS, CFS, FIN, RLW	2 Days OSS, CFS, FIN, RLW	3-4 Days OSS, CFS, LOP, FIN, RLW, PCN	4 Days OSS, LOP, CFS, FIN, RLW, PCN	5 Days OSS, LOP, CFS, FIN, RLW, PCN
EN	Endangerment	1-2 Days ISS, 1 Day OSS	1 Day OSS, LOP	2-3 Days OSS, LOP, BCM	3-4 Days OSS, LOP, PCN, RTI	4-5 Days OSS, LOP, DIS, ALT

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
IN	Inappropriate Behavior (Major)	EXS, AWD (if (appropriate), 1-2 Days ISS, TMO, 1 Day OSS	2-3 Days ISS, TMO, 1-2 Days OSS	2-3 Days OSS, LOP, BCM	3-4 Days OSS, LOP, BCM, RTI	4-5 Days OSS, LOP, RTI, PCN
HA	Harassment, Non-SESIR	1-2 Days ISS, TMO, 1 Day OSS	1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN,	4-5 Days OSS, LOP, ALT
LC	Leaving Campus Without Authorization	1-2 Days ISS, TMO, EXS	2-3 Days ISS, TMO, LOP	1-2 Days OSS, LOP	2-3 Days OSS, LOP, DIS, PCN, RTI	4-5 Days OSS, LOP, ALT
***TBC**	SESIR Tobacco Possession or Use	1-2 Days ISS, TMO, CFS, FIN, RLW	1-2 Days OSS, CFS, DIS, FIN, RLW	2-3 Days OSS, CFS, DIS, FIN, RLW	3-4 Days OSS, LOP, CFS, FIN, RLW, PCN	4-5 Days OSS, LOP, CFS, FIN, RLW, PCN
TF	Theft / Larceny (Under $750)	1-2 Days ISS, TMO, 1 Day OSS, RLW, RES	1-2 Days OSS, RLW, RES, LOP	2-3 Days OSS, RLW, RES, LOP, PCN	3-4 Days OSS, RLW, RES, LOP, RTI, BCM	4-5 Days OSS, RLW, RES, LOP, ALT
VN	Vandalism (Under $1,000)	1-2 Days ISS, TMO, 1 Day OSS, RES, AWD	1-2 Days OSS, RES, AWD, CMS, LOP, RLW, PCN	2-3 Days OSS, RES, AWD, CMS, LOP, RLW, PCN, RTI	3-4 Days OSS, RES AWD, CMS, LOP, RLW, DIS	4-5 Days OSS, RES, CMS, RLW, LOP, ALT
LEVEL 3 OFFENSES						
AG	Aggression, Physical	1-3 Days ISS 1-2 Days OSS, LOP, CFR	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, PCN, RTI	5-6 Days OSS, LOP, DIS, ALT	6-7 Days OSS, LOP, ALT
***ALC**	SESIR Alcohol Possession, Use, or Distribution	5-10 Days OSS (Use SAFE), PCN, RLW	5-10 Days OSS, ALT (automatic), RLW	-	-	-
***BUL**	SESIR Bullying	1-3 Days OSS, LOP	3-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW	5-6 Days OSS, LOP, RLW, ALT	-
CS	Contraband, Sale	1-3 Days OSS, LOP, CFS	2-4 Days OSS, LOP, CFS	4-5 Days OSS, LOP, CFS, RLW, DIS, PCN, RTI	5-6 Days OSS,CFS, RLW LOP, ALT	-
DV	Dating Violence or Abuse	1-3 Days OSS, LOP, RLW	2-4 Days OSS, LOP, RLW, DIS, PCN	4-5 Days OSS, LOP, RLW, DIS, PCN, RTI	5-6 Days OSS, RLW, LOP, ALT	-
***DRU**	SESIR Drug Possession or Use	5-10 Days OSS (Use SAFE), PCN, RLW	5-10 Days OSS, ALT (auto), RLW	-	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
FT	Fighting, Non-SESIR	1-5 Days OSS, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT (auto)	-	-
GN	Gang-Related Activity	1-5 Days OSS, PCN, RLW	5-10 Days OSS, RLW, ALT (auto)	-	-	-
***HAR**	SESIR Harassment	1-3 Days OSS, LOP	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW	5-6 Days OSS, LOP, RLW, ALT	-
***HAZ**	SESIR Hazing	1-3 Days OSS, LOP	2-4 Days OSS, LOP, PCN	4-5 Days OSS, LOP, DIS, RTI	5-6 Days OSS, LOP, ALT	-
OS	Other Serious Misconduct	1-3 Days OSS, LOP	3-5 Days OSS, LOP, BCM, PCN	5-6 Days OSS, LOP, DIS, RTI	6-7 Days OSS, LOP, ALT	-
***STL**	SESIR Theft/Larceny ($750 or More)	1-3 Days OSS, RLW, RES	3-4 Days OSS, RLW, RES, LOP	4-5 Days OSS, RLW, RES, LOP, PCN	5-6 Days OSS, RLW, RES, LOP, RTI, ALT	-
SX	Sexting	1-2 Days ISS, 1-2 Days OSS, RLW	2-3 Days OSS, RLW, LOP	3-4 Days OSS, RLW, LOP, BCM, PCN, RTI	5-6 Days OSS, RLW, LOP, DIS	6-7 Days OSS, RLW, LOP, ALT
***SXH**	SESIR Sexual Harassment	1-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, RTI, DIS	5-10 Days OSS, RLW, ALT	-	-
***SXO**	SESIR Sexual Other	1-5 Days OSS, DIS, RLW, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
***TRS**	SESIR Trespassing	1 Day ISS, 1 Day OSS, RLW	1-2 Days OSS, RLW, LOP	2-3 Days OSS, RLW, LOP, PCN	3-4 Days OSS, RLW, LOP, ALT, DIS	4-5 Days OSS, RLW, LOP, ALT
***VAN**	SESIR Vandalism	1-5 Days OSS, RES, RLW, AWD	3-7 Days OSS, RES, AWD, DIS	5-10 Days OSS, RES, RLW, ALT	-	-
LEVEL 4 OFFENSES						
***ARS**	SESIR Arson	3-5 Days OSS, RLW, PCN, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
***BAT**	SESIR Battery	3-10 Days OSS, RLW	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
*DOC	SESIR Disruption on Campus	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, DIS, PCN, RTI, ALT	5-10 Days OSS, RLW, ALT	-	-
*DRD	SESIR Drug Distribution	5-10 Days OSS, ALT (auto), RLW	-	-	-	-
FA	False Accusation	3-5 Days OSS, PCN, ALT	5-10 Days OSS, ALT	-	-	-
*FIT	SESIR Fighting	3-7 Days OSS, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT		
*OMC	SESIR Other Major	3-5 Days OSS, ALT, RLW	5-10 Days OSS, ALT, RLW	-	-	-
*PHA	SESIR Physical Attack	3-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT		
*ROB	SESIR Robbery	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
*SXA	SESIR Sexual Assault	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
*SXB	SESIR Sexual Battery	5-10 OSS, RLW, ALT	-	-	-	-
*TRE	SESIR Threat	3-7 Days OSS, RLW, Conduct Threat Assessment	5-10 Days OSS, RLW, PCN, RTI, DIS, ALT Conduct Threat Assessment	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-
WC	Weapon-Like Contraband	3-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	5-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	-	-	-
*WPO	SESIR Weapon Possession or Use	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-	-	-

DISCIPLINE FOR STUDENTS WITH DISABILITIES (SECTION 504 AND IDEA)

If you are an IDEA or Section 504 eligible student and have an Individualized Education Plan (IEP) or Section 504 Plan, you are expected to comply with the District Code of Student Conduct and school rules just like any other student. If you violate the District Code of Student Conduct or school rules, you are subject to discipline just like any other student. There are, however, some

special rules dealing with suspensions, assignments to alternative programs, and expulsions.

Q. How are In-School Suspensions handled?

A. If a student with a disability receives an in-school suspension, the student's IEP or Section 504 Plan will continue to be in force. An in-school suspension is not considered an out-of-school suspension if the IEP or Section 504 Plan is followed.

Q. Can a student with a disability receive an out-of-school suspension?

A. Yes. A student with a disability may be suspended from school just like any other student and will not receive any educational services during the suspension.

Q. Can a principal use other forms of discipline with a student who has a disability?

A. Yes. A principal or designee may use any other form of in-school discipline when dealing with a student with a disability who has violated the District Code of Student Conduct or a school rule, provided that non-disabled students are disciplined the same way. Such discipline actions may include detentions, in-school suspension, extra school, Saturday school, or exclusion from extracurricular activities or field trips.

Q. What happens when a student with a disability reaches ten days of Out-of-School Suspension?

A. School personnel familiar with the student and the student's IEP or Section 504 Plan will meet with the parents as a team. For both IDEA and Section 504 eligible students, this team will determine if the student's disability is causing the misconduct (Manifestation Determination) and whether changes to the IEP or Section 504 Plan are necessary. For the IDEA eligible student, this team will also ensure a current Functional Behavioral Assessment (FBA) and a Behavior Intervention Plan (BIP) are in place, or recommend changes to either document.

Q. Can a student with a disability be reassigned to another school?

A. Yes. A student with a disability may be reassigned to another school, provided certain conditions are met. Students with disabilities may be reassigned to an alternative program for persistent disruptive behavior, only if that behavior is determined to not be substantially related to or caused by their disability and a current FBA and BIP are in place. Students may be also reassigned to an alternative program for behavior which represents a concern for the safety of other students or staff or the orderly operation of a school. If committed on campus, these acts must also not be substantially related to or caused by the student's disability.

Q. If a student with a disability has a weapon, illegal drugs or causes serious bodily injury to someone, what disciplinary actions may be taken?

A. When a student with a disability commits one of these infractions at school or at a school-related function, that student may be subject to the same administrative action and for the same length of time as a non-disabled peer - provided the behavior is determined to <u>not</u> be a manifestation of their disability. Even if the behavior is determined to be a manifestation of the student's behavior, he or she may be removed to an interim alternative educational setting for not more than forty-five (45) school days. Such placement does not require parent consent.

Q. Who determines the interim alternative educational setting (IAES)?

A. The IAES will be determined by the IEP or Section 504 Plan team.

Q. May a student with a disability be expelled?

A. Yes, but only if services are provided by the district.

Q. May a student with a disability be suspended from the bus?

A. Yes. Students with disabilities may be suspended from the bus just as any other student. Responsibility for transporting the student to school would then fall to the parent. However, any days missed during the bus suspension will be counted as an Out-of-School Suspension, unless the parent excuses or documents the absence.

Q. If transportation is a related service identified on the IEP or Section 504 Plan, may a student with a disability be suspended from the bus?

A. Yes. If transportation is a related service identified on the student's IEP or Section 504 Plan, and suspension or expulsion from the bus is recommended, then the bus suspension will be counted as an Out-of-School Suspension if the student is not in attendance.

Q. May a parent or guardian record an IEP meeting?

A. Yes. A parent, authorized representative of a parent, or IEP team member is permitted to record the meeting. He or she must use his or her own recording device and the District will obtain its own recording of the meeting. The District is under no obligation to provide the parent with a transcription of the recording the District obtains on its own equipment. If the District audio records an IEP Team meeting, the resulting recording shall become a part of the student's educational record and will be maintained in accordance with State and Federal law.

ENGLISH LANGUAGE LEARNERS

English Language Learners (ELLs) are not to be subjected to disciplinary action exclusively because of their use of a language other than English. However, all School District of Manatee County students, regardless of their ability to speak English, are governed by the Code of Student Conduct.

CONDUCT ON SCHOOL BUSES

The School Board believes you and your fellow students, as well as the bus driver, should be able to ride safely on school buses. In addition to any bus-specific consequences, you may be disciplined for any action on the bus in the same manner as if the conduct had happened at school. You are also subject to disciplinary action while at the bus stop, if your behavior has a harmful effect on the health, safety, or welfare of any member of the school community. You should assume that you are being recorded any time you are riding a school bus.

Parent Responsibility

Your parents are responsible for your behavior at the bus stop prior to the arrival of the bus in the morning and after the departure of the bus at the end of the day. However, if you are at the bus stop and violate school rules, the school can still discipline you for your behavior if it has a harmful effect on the health, safety, or welfare of any member of the school community. Students are to be on time and stand off the roadway.

Damage to Bus

If you cause any damage to the bus or another vehicle, your parent will be required to pay for the damage.

Waiting for the Bus

Wait for the bus to come to a complete stop before you approach the bus. To cross in front of the bus, wait for the driver to signal you.

Items Not Allowed on a Bus

a. Any item prohibited elsewhere in the District Code of Student Conduct
b. Glass containers of any kind
c. Balls
d. Bats
e. Cologne/perfume
f. Cutting instruments of any kind
g. Any large or bulky item that interferes with proper seating of students (examples: large musical instruments or athletic equipment)
h. Any animal
i. Batons, drum sticks, tennis rackets (unless in proper carrying case)
j. Aerosol sprays may be possessed but their use on buses or enclosed areas is expressly prohibited

Rules While on the Bus

The bus driver is in charge and you must obey the driver at all times. You must tell the bus driver your correct name when asked. The bus driver and school will keep a seating chart. You must be on time; the bus cannot wait for you if you are tardy. YOU MAY NOT RIDE ANY BUS OTHER THAN YOUR ASSIGNED BUS. You can be disciplined if you do not follow all district and school rules and the following special rules: a. Sit in your assigned seat and use the seat belt if available.
b. Stay seated at all times while the bus is in motion. c. Do not place any part of your body outside the bus windows. d. Do not distract the driver with loud conversation or noises. e. Observe appropriate classroom conduct. f. Do not eat or drink on the bus. g. Maintain absolute silence at railroad crossings. h. Do not throw any items on the bus or out of the bus windows. i. Do not mark, cut or damage bus seats or the bus itself. j. Do not display signs from the bus. k. Do not use obscene language or gestures. l. Cell phones are to be turned off.

Discipline If You Do Not Follow the Bus Rules

a. If you commit minor infractions, the school bus driver has the authority to address your behavior. If you cause repeated problems on the bus, the bus driver will give the school a written discipline referral for what you did. School administrators can take any action contained in this Code against you for misbehaving at a bus stop or on a bus.

b. Discipline on school buses will be dealt with according to the following protocols; however, severe infractions (for example, fighting, setting a fire on the bus) may result in immediate suspension or recommendation for expulsion based on the recommendation of the principal or designee.

Elementary Bus Discipline Protocol

1st Offense: Operator - student conference and parent contacted by Courtesy Notice prepared by Operator. Student re-assigned to the front of the bus for one week and closely monitored.

2nd Offense: Operator - student conference and parent contacted by Courtesy Notice prepared by Operator. Student re-assigned to the front of the bus for two weeks and closely monitored.

3rd Offense: Referral submitted, with recommended bus suspension up to 1 day. Upon return to bus, student assigned to front of the bus for one week and closely monitored.

4th Offense: Referral submitted, with recommended bus suspension up to 3 days. Upon return to bus, student assigned to front of the bus for two weeks and closely monitored.

5th Offense: Referral submitted, with recommended bus suspension up to 5 days. Conference with parent, student, school administrator and Transportation Staff. Upon return to bus, student assigned to front of the bus for two weeks and closely monitored.

6th Offense: Referral submitted, with recommended bus suspension up to 10 days. Letter from school to parent stating next referral may result in recommendation for removal from the bus for the remainder of the year.

Secondary Bus Discipline Protocol

1st Offense: Operator - student conference and parent contacted by Courtesy Notice prepared by Operator. Student re-assigned to the front of the bus for one week and closely monitored.

2nd Offense: Referral submitted, with recommended bus suspension up to 1 day. Upon return to bus, student re-assigned to front of the bus for two weeks and closely monitored.

3rd Offense: Referral submitted, with recommended bus suspension up to 3 days. Upon return to bus, student re-assigned to front of the bus for two weeks and closely monitored.

4th Offense: Referral submitted, with recommended bus suspension up to 5 days. Conference with parent, student, school administrator and Transportation Staff. Upon return to bus, student re-assigned to front of the bus for two weeks and closely monitored.

5th Offense: Referral submitted, with recommended bus suspension up to 10 days. Letter from school to parent stating next referral may result in removal from the bus for the remainder of the year.

c. Suspension from the school bus may be imposed only by the principal or designee by following the procedures for suspension from school. Bus suspensions may not be extended beyond the number of days originally prescribed by the principal or designee.

d. You can be removed from the school bus by the Superintendent or his designee for up to one calendar year for misconduct or a violation of the bus rules on a school bus or at a bus stop, based upon the recommendation of the principal and after the principal has suspended you from riding the bus for 10 days for an incident. Before the Superintendent or designee removes you from the bus, you and your parents will be informed in writing of the Principal's recommendation and the basis for that recommendation. The Superintendent or designee will inform you and your parents in writing of any removal from the bus.

e. Even if you transfer to a new school, you will be held responsible for any previous incidents of bus misconduct from your previous school.

SCHOOL DRESS CODE

You are expected to dress appropriately for school and for the business of learning with proper attention given to personal cleanliness, grooming, and neatness. If your personal attire or grooming disrupts educational activities and processes of the school, or is a potential safety hazard, you will be required to make the necessary alterations to such attire or grooming before entering the classroom or you may be assigned to In-School Suspension (ISS). If you fail to meet the minimum acceptable standards of cleanliness, neatness, proper fit, safety and decency as determined by the principal or designee and as specified in the District Code of Student Conduct, you will be subject to appropriate disciplinary measures. As per F.S. 1006.07(2)(d)(1), you are additionally prohibited "from wearing clothing that exposes underwear or body parts in an indecent or vulgar manner or that disrupts the orderly learning environment."

Apparel that violates this dress code will result in your removal from the regular school environment until acceptable apparel may be secured. Students who violate the district's dress code policy will be subject to the following consequences in addition to other appropriate administrative action:

a. For a first offense, you shall be given a verbal warning and the school principal or designee shall call your parent or guardian.
b. For a second offense, you are ineligible to participate in any applicable extracurricular activity for a period of time not to exceed 5 days and the school principal or designee shall meet with your parent or guardian.
c. For a third or subsequent offense, you shall receive an in-school suspension pursuant to F.S. 1003.01(5) for a period not to exceed 3 days. You are also ineligible to participate in any extracurricular activity for a period not to exceed 30 days, and the school principal or designee shall call your parent or guardian and send the parent or guardian a written letter regarding your in-school suspension and ineligibility to participate in extracurricular activities.

If you continue to wear articles of clothing or other prohibited items that you have been specifically asked not to wear, your discipline infraction will be considered defiance and not a dress code violation. The school principal or designee will be the final judge about whether your clothing is appropriate for school, creates a climate that is disruptive to learning, or is a potential safety hazard. Principals, faculty, and staff members will enforce the dress code. Individual schools may have additional requirements if supported by a majority of School Advisory Council (SAC) members, and if parents are notified in writing of the changes.

The following clothing MAY be worn:

a. Pants and jeans, as well as shorts that are reasonable, appropriate length (defined as no shorter than above the tips of the fingers, with arms and hands extended straight down), and fastened at the waist.
b. Dresses that cover the entire back, are not cut low in front, and are reasonable and appropriate in length (defined as no shorter than above the tips of the fingers, with arms and hands extended straight down and not rising beyond this point when seated).
c. Skirts that are a reasonable, appropriate length (defined as no shorter than above the tips of the fingers, with arms and hands extended straight down and not rising beyond this

point when seated) and fastened at the waist.

d. Tank tops or muscle shirts are allowed only with an over shirt or an undershirt with sleeves. Blouses and tops must cover the entire front and back (cannot be low-cut) and be long enough to tuck inside the waistband. All undergarments must be covered. No sheer (see-through) shirts are to be worn unless tank tops with at least two-inch straps are worn underneath. Net shirts must also have an undershirt or a buttoned over shirt. Tunics worn over slacks are also permissible.

e. Safe and appropriate footwear must be worn. Inappropriate footwear includes, but is not limited to, roller skates, skate shoes, and bedroom slippers.

f. Warm-ups that fit properly and are in good condition.

g. Form-fitting or excessively tight-fitting skirts, shorts, and pants (to include leggings, jeggings, or clothing made from materials such as spandex or lycra), must have an over garment, which extends down to your fingertips as your hands are extended to your side.

The following apparel or items are NOT allowed at school:

a. Sunglasses*

b. Hats, visors, bandanas, or other head apparel*

c. Visible pierced jewelry that has the potential to cause injury or be considered a safety risk, or cause disruption to the learning environment

d. Gang-related tattoos or inappropriate tattoos, as determined by the principal

e. Cutoff pants, shorts, or skirts

f. Clothing that exposes the midriff

g. Spaghetti straps or strapless dresses or tops

h. Unbuckled belts

i. Ill-fitting sweat pants or warm-ups

j. Suspenders hanging down – including overalls

k. Clothing that advertises alcoholic beverages, tobacco, drugs or has questionable language or art work

l. Known gang-related symbols

m. Spandex-type dresses

n. Beachwear

o. Blankets, pajamas or other sleepwear

p. Any clothing, accessories, jewelry, or hair styles that may incorporate obscene or drug-related phrases or be considered disruptive to the learning environment.

q. Any clothing, accessories, or items that portray symbols or images that may be considered disruptive to the learning environment

r. Clothing with frays, holes, cuts, or slits above the knee (using the fingertip rule) that exposes skin

s. Gym shorts or soccer shorts that are NOT proper length

t. Glass containers of any kind

u. Skateboards

v. Hoverboards

w. Any clothing or jewelry that can be used as a weapon

x. Aerosol sprays of any kind. **Note:** Students may possess individual hand sanitizer or wipes, however aerosol sprays remain prohibited in schools and on buses.

* May be worn during outdoor classes (such as physical education, construction, and agriculture), field trips, and during elementary recess. Sunglasses must be put away and kept out of sight during the rest of the school day. Does not include headdress worn for religious purposes or other headgear necessary for safety or medical purposes.

NOTE: Individual schools, with approval of the School Advisory Council, may develop additional dress code requirements that will be communicated to you and your parents in a variety of ways. Individual schools may establish a mandatory uniform policy if all conditions under the school uniform rule are met.

An individual school may be granted an exemption by the Superintendent from any provision of the dress code if requested by the principal and approved by a majority of the School Advisory Council members. Parents will be notified in writing of any approved exemption.

The dress and grooming of District students shall be neat and clean, promoting a safe and positive educational environment. Apparel that disrupts educational activities and processes of the school may result in the removal of the student from the regular learning environment until acceptable apparel can be secured for the student. Failure to comply with the dress code may result in disciplinary consequences outlined in state statute and the district discipline matrix.

Pursuant to F.S. 1006.07, wearing clothing that exposes underwear or body parts in an indecent or vulgar manner or that disrupts the learning environment will have the following specific consequences. In addition to these consequences, the violation shall be corrected before the student is allowed back in the regular school environment:

a. For a first offense, a student shall be given a verbal warning and the school principal (or designee) shall call the student's parent or guardian.

b. For a second offense, the student may be ineligible to participate in any extracurricular activity for a period of time not to exceed 5 days and the school principal (or designee) shall meet with the student's parent or guardian.

c. For a third offense, the student will have lunch detention in a supervised area, not the cafeteria.

d. For a fourth offense, the student may be ineligible to participate in any extracurricular activity for a period not to exceed 30 days.

e. For a Fifth and subsequent offense, a student may receive an In-School Suspension pursuant to F.S. 1003.01(5) for a period not to exceed one (1) day and may be subject to any of the interventions listed above.

Requirements for student dress in all schools are listed below:

a. All shirts and blouses must cover midriff, back, sides, and all undergarments including bra straps at all times. All shirts, tops, and dresses shall have sleeves and cover the shoulders.

b. Shorts, skirts, divided skirts, dresses and culottes are allowed. They must be mid-thigh length or longer.

c. All trousers, pants, or shorts must totally cover undergarments, including boxer shorts.

d. All clothing, jewelry, or tattoos shall be free of the following: profanity; violent images, wording or suggestion; sexually suggestive phrases or images; gang related symbols; alcohol, tobacco, drugs or advertisements for such products.

e. Safe and appropriate footwear must be worn. Inappropriate footwear includes, but is not limited to, roller skates, skate shoes, and bedroom slippers.

Further Clarification/other requirements:

a. Form fitting leotard/spandex type clothing is not allowed unless proper outer garments cover to mid-thigh length or longer.

b. See through or mesh fabric clothing may only be worn over clothing meeting requirements.

c. Clothing must be appropriate size, with the waist of the garment worn at the student's waist.

d. Clothing and footwear traditionally designed as undergarments or sleepwear shall not be worn as outer garments.

e. Sunglasses may not be worn inside unless a parent provides a doctor's note to the school. Field trips are exceptions.

f. Bandanas or sweatbands are not allowed to be visible on school grounds during the regular school hours.

g. Hats or other head coverings may be worn during outside P.E. activities and may not be worn during any portion of the regular school day without the expressed permission of the principal.

h. If the school has a mandatory school uniform policy, the student must adhere to those requirements.

SCHOOL UNIFORMS POLICY

Manatee County elementary or secondary schools may implement a mandatory uniform policy, governing students enrolled at the school only if all conditions set forth in the following procedures are met:

Initiation

a. A favorable vote of at least 67 percent or more by the School Advisory Council (SAC) must occur to support mandatory use of uniforms for students.

b. The school or SAC conducts a survey of parents of all students in that school and at least 51 percent of the families completing the survey must indicate that they are in favor of establishing such a program. Ballots must be received from a majority of eligible families. Parents are to be surveyed every three years at any school implementing a uniform program.

c. The school must establish a uniform committee that adequately represents all segments of the school community. The uniform committee must follow guidelines promulgated by the Superintendent for selection of uniforms.

d. The school-selected uniforms must comply in all respects with the other provisions of the district rules concerning appropriate attire.

e. The uniforms selected may not be characterized as gender-specific (both boys and girls may wear slacks).

f. The school must make provisions for those students who, by reason of financial

hardship, cannot comply with the uniform and must notify the students' parents of these provisions.

Communication

Each school implementing a uniform policy must communicate to parents the following:

1. types and colors of uniform;
2. requirements for jackets or outer garments;
3. optional articles of attire, if any;
4. compliance measures to be employed;
5. the availability of financial support and the procedures for applying for assistance;
6. methods to facilitate recycling of uniforms within the school community; and
7. notice of uniform sales and lists of competitive prices from vendors of uniform articles.

The means by which this information is communicated shall include one or more of the following: school newsletters, parent forums, telephone hotline, PTA/PTO meetings and newsletters, school advisory council meetings, television, radio, newspaper announcements, posters displayed at school and in the community, and registration materials.

Compliance Measures

a. Each school shall develop incentives and positive reinforcement measures to encourage full compliance with the uniform policy. Each school should strive to achieve full compliance through use of incentives and positive reinforcement measures and should resort to disciplinary action only when positive measures fail to ensure compliance. In addition, schools shall communicate with parents so that expectations, rationale and benefits are fully understood by the student and the family.

b. If necessary, disciplinary action may be taken to encourage compliance with the policy. Since the intent of the policy is not to inhibit or prohibit any student who is not in uniform from receiving the education to which he or she is entitled, no student shall be suspended from class or from school, expelled from school, or receive a lowered academic grade as a result of not complying with the policy.

c. Prior to initiating any disciplinary action against a student not complying with the policy,

   a school administrator shall hold a conference with the parent or guardian to solicit cooperation and support.

d. Disciplinary action is initiated only after all other means to secure support and cooperation as mentioned above have not succeeded. A "progressive discipline" approach is to be employed by the school support staff so as to encourage full and consistent compliance with the least amount of disciplinary action.

e. In order to ensure a smooth transition to a uniform policy, and in order to ensure that incentives and positive reinforcement measures are employed before resorting to disciplinary action, no school implementing a uniform policy shall take disciplinary action for the first two months of implementation unless those not in compliance materially or substantially interfere with the requirements of appropriate discipline.

f. Exceptions to wearing the uniform are permitted when:

1. Uniforms of a nationally recognized youth organization such as JROTC, Civil Air Patrol, or the Boy Scouts or Girl Scouts are worn on regular meeting days.
2. A student wears a button, arm band, or other accoutrement to exercise the right to freedom of speech as guaranteed by the First Amendment, unless the button, arm band, or other accouterment signifies or is related to gangs, gang membership or gang activity.
3. The wearing of a school uniform violates a student's sincerely held religious belief.
4. A student's parent or guardian has secured an exemption from the uniform policy by following the procedures set forth below.

g. Parents or guardians are permitted to exempt their children from the uniform program by the following procedure:

1. Parents should be notified of the exemption procedure.
2. A request is made by mail or in person by the parent or guardian for an Application for Exemption from the Uniform Program ("Application"). The parent or guardian may obtain an Application at the student's school site.
3. The Application is completed in full and submitted to the school principal.
4. The school principal or other designated administrator meets with the parents to discuss the uniform policy and the nature of the objections to the policy. The purposes of this meeting include: (a) ensuring that the parents or guardians understand the reasons for, and goals of the uniform policy; (b) verifying the accuracy of the information on the Application; and (c) preventing fraud or misrepresentation.

SECTION VI PROCEDURES RELATING TO DISCIPLINARY ACTIONS

Each school and classroom in the school District of Manatee County is required to develop their own behavior plans, which support the unique needs of their students, families, and communities. Common disciplinary actions at each school may include, but not be limited to the following:

Loss of Privilege
For a specified period of time, you may lose a privilege on campus. These privileges include, but are not limited to ~~recess~~, parking, use of technology, extracurricular activities, and assemblies.

Disciplinary Probation/ Check-in/Check-out
For a specified period of time, you are assigned to report frequently to a staff member who will assist in monitoring your adjustment to the school situation.

Detention/Extra School
You report to an assigned location at your school for a specified period of time before or after school for supervised study hall activities. Extra school is not intended to interfere with your regular class schedule.

Fine/Restitution
You may be given a written citation by the School Resource Officer and required to pay a fine if

you are caught smoking or in possession of tobacco. You may be required to pay restitution for any damage you may have caused to School Board property.

Student Work Assignments
If your parent and a school administrator agree, the administrator can assign you to a work detail at the school. The principal will decide who will supervise your work.

Saturday School
You may be required to attend Saturday School if an administrator has contacted your parent at least twenty-four (24) hours in advance.

In-School Suspension
You may be assigned to a specific location at your school during the school day where you will be required to continue your regular academic coursework. This assignment may be for a single period (usually referred to as Time Out), all day, or for multiple days. Time Out may also be used in lieu of detentions, when transportation or other issues prevent their assignment.

Classroom Removal
Your teacher may require that you be removed from class if it has been documented that your behavior has seriously disrupted the teaching or learning in the classroom. If you are removed from a class, the principal may place you in another appropriate classroom, in-school suspension, an alternative education program, or the principal may recommend you for suspension or expulsion. You cannot be returned to that teacher's classroom unless the teacher consents or a school-based placement review committee has determined that doing so is the best or only available alternative. A decision on whether to return you to the classroom must be made by the teacher or the committee within five days of the removal.

MAJOR DISCIPLINARY ACTIONS
In order to protect the rights of all students and staff, certain procedures are followed with regard to major disciplinary actions. These procedures are developed as suggested or required by law or regulation. School/classroom procedures for administering discipline in areas not covered by these specific procedures are encouraged.

School Bus Suspension
You can be denied the privilege of riding a school bus by the principal or designee for up to 10 school days. Suspension from the school bus may be imposed only by the principal or designee by following the procedures for suspension from school.

Out-of-School Suspension
You have the right to attend school and have an opportunity to learn. You may lose that right if you violate the District Code of Student Conduct or a school rule. You lose the right to attend school by being suspended or expelled. You can be suspended from school for up to ten (10) days at a time. If you are suspended you cannot be on school grounds or on any Manatee School District property, nor can you attend any school activities. You cannot be suspended for skipping class or school or for excessive tardiness. However, you may be suspended for failure to serve consequences assigned for skipping or tardiness. When OSS is deemed appropriate, the district does offer an Alternative To Out of School Suspension (ATOSS) program that is housed at two different locations. You are responsible for transportation to ATOSS however, it does offer a structured and supervised environment where assignments may be communicated and submitted

to your regular teachers.

OUT-OF-SCHOOL SUSPENSION Q & A

Q. Who can suspend you?

A. The principal or someone designated by the principal can suspend you.

Q. How long can you be suspended?

A. You can be suspended from school for one school day or up to ten (10) school days. School principals or designees may not impose suspensions of undefined lengths, pending a parent conference or other stipulations.

Q. What happens before a suspension?

A. When the principal or designee becomes aware that a student may have broken a rule in the District Code of Student Conduct or a school rule, he or she will investigate by talking to students, teachers or others who may know something about what happened. Even if you are not one of the students who may have broken the rule, the principal or designee may talk to you as part of the investigation. After talking to people who were involved or witnesses, the principal or designee will determine who he or she thinks broke a rule.

Q. What if the principal or designee determines you broke a rule?

A. As soon as possible, the principal or designee will talk to you and tell you that you are accused of breaking a rule in the District Code of Student Conduct or a school rule. You also will be given written notification, such as a disciplinary referral, which tells you the same thing. You will be told why it is believed that you have broken the rule. After this happens, you should know what you are accused of doing and what evidence there is that supports the accusations.

Q. What happens next?

A. You will then have an opportunity to tell the principal or designee your side of the story. You can ask that he or she talk to someone you think may know something about what happened. You can give the principal or designee a written statement to read. After listening to you and reading anything you have provided, the principal or designee may talk to the people you named and anyone else who might have knowledge about the situation, as may be appropriate in the opinion of the principal or designee. After that, the principal or designee will decide if you have broken a rule in the District Code of Student Conduct or a school rule. If he or she decides you have broken a rule, the principal or designee will then determine whether you should be suspended from school, and if so, for how long. You will be told about this decision.

Q. Will my parents know?

A. Prior to the beginning of the suspension, the principal or designee will attempt to telephone your parents and let them know about the suspension. If your parents cannot be reached by telephone, then the principal or designee will record the dates and times contact was attempted. Also, within 24 hours of the decision, a letter will be mailed to your parents informing them of the suspension. If you or your parents claim you did not receive the letter, it will not change the suspension. You will be given another copy of the letter if you request one.

Q. Can you appeal a suspension?

A. You can request the principal reconsider the evidence and decision. However, the principal's decision to suspend a student is final.

Q. How do I make up my work while on suspension?

A. You are required to obtain your work. The following means are available: 1. Ask fellow students to obtain the class work for you. 2. Contact your teacher via email or phone. 3. Access teacher websites or weekly assignment sheets, if available.

All makeup work is due on the day of your return from suspension. In the case of in-class activities such as labs, tests, quizzes, class projects, etc., the teacher will determine a reasonable amount of time for assignments to be completed.

Disciplinary Reassignment

The School District of Manatee County offers an alternative program for students who struggle with behavioral issues in their current setting or create a concern for the safety of others. Pursuant to School Board policy, the Superintendent of Schools or designee may decide to reassign you, if it is determined to be in your best interest, or the best interest of the school. If your actions create a concern for the safety and welfare of any student or staff member or substantially interferes with the safe and orderly operation of a school, you are eligible for reassignment to an alternative program under the School Safety reassignment process, regardless of any current or past patterns of behavior. These acts would normally involve

infractions such as battery on a school board employee, causing substantial injury or mental distress to others, threats to commit acts of violence, sexual misconduct, weapon or drug-related behaviors, or any variety of criminal acts committed on a school campus. Likewise, being charged with an off-campus criminal act by law enforcement, which creates a concern for the safety and welfare of students or staff, or which substantiates a pattern of unsafe behavior may result in a School Safety reassignment, per ss 1006.09, 1006.147, and 1006.13.

You may also be referred for a School Safety Reassignment to the alternative program for persistent behaviors which substantially disrupt the learning environment and are not mitigated through school-based interventions. Such behaviors may include interfering with instruction; the use of profane or offensive language or gestures; disrespect towards school staff; defiance of school staff; theft, destruction, or improper use of school equipment; possession of contraband or prohibited items; or continually being out of area. You may also be referred for reassignment for patterns of behavior which substantially interfere with the educational rights of other students. These behaviors may include acts such as bullying, harassment, extortion, threats, theft, fighting, or any conduct which is disruptive to the orderly educational process in the classroom.

If you are assigned to an alternative program for disciplinary reasons, you cannot be present on any other school grounds or on any Manatee School District property at any time. If you have been reassigned to an alternative program for disciplinary reasons, you may instead choose to attend another school outside the district. However, your academics, attendance, and behavior must be evaluated in a physical setting with peers in order to return to any Manatee County school. Virtual or purely online programs are not an acceptable alternative without specific review and authorization from the district office of Drop-Out Prevention and Alternative Programs.

Expulsion

You can be expelled (excluded) from school by the School Board for the remainder of a school term or school year and one additional year of attendance. During the time you are expelled, you may or may not receive educational services. Students who commit violent acts that involve the use of a firearm as defined in the Code of Student Conduct will be expelled, with or without educational services. All other students will be evaluated on a case-by-case basis and where possible, recommendations for diversionary or intervention programs will be made in lieu of arrest or expulsion.

EXPULSION AND DISCIPLINARY REASSIGNMENT Q & A

If you are found to be guilty of a severe breach of conduct or are guilty of continuing misconduct, the principal or designee may suspend you for up to 10 days after following the suspension procedures and recommend to the Superintendent or designee that you should be expelled or reassigned to another school or program. All alternative placements and expulsion recommendations for students with disabilities are made by the appropriate IEP or 504 team.

Q. What happens if the principal recommends reassignment to another school or program?

A. The principal will refer the case to the Office of Drop-Out Prevention and Alternative Programs to determine whether it should move forward or be declined. If approved, you will either be directly assigned to another school or program or have your case go before the School Safety Reassignment Committee for deliberation. Any vote by the committee will be the recommendation made to the Superintendent or designee. Should you be reassigned, you will be provided information concerning the school or program and instructions on how to enroll.

Q. What is the School Safety Committee?

A. A group of district and school administrators which evaluate the facts of each case and the student's history to make recommendations for reassignment to an alternative program. The Committee is additionally charged with evaluating the interventions attempted by the school, prior to the reassignment referral being submitted.

Q. Can the recommendation of the committee be appealed?

A. You may appeal the decision to the Office of Alternative programs and Drop-out Prevention. Facts of the case must be appealed to the principal if the reassignment referral is being forwarded by the school for on-campus behavior.

Q. What happens if my principal recommends expulsion?

A. Your principal may recommend an expulsion to the Director of Student Services. The Director will in turn listen to the facts of the case and make a recommendation to the Superintendent. However, only the School Board can expel a student. If the Superintendent agrees with the recommendation, the District General Counsel or designee will inform your parents in writing about the recommendation and why expulsion is being recommended. The notice will additionally inform your parents they can request a hearing.

Q. What happens if my parents do not request a hearing?

A. The School Board will take final action on the recommendation for expulsion without a hearing. By not requesting a hearing, you are admitting that you did what you were accused of doing.

Q. What happens if I request an expulsion hearing?

A. The School District General Counsel will notify you when and where the hearing will be conducted. The Office of Dropout Prevention and Alternative Programs will inform your

parents of the procedures involved and your procedural rights. At the hearing, the General Counsel, on behalf of the Superintendent, presents the evidence in support of the recommendation for expulsion. You, your parents, your attorney or other qualified representative will be permitted to cross examine witnesses and offer evidence on your behalf, including your testimony. The cost of your attorney will be your parent's responsibility. Your parents may elect to have the hearing open or closed to the public.

Q. What procedures govern the expulsion hearing?

A. The expulsion hearing is governed by sections 120.569 and 120.57(2), Florida Statutes. A copy of those sections will be provided to you upon request.

Q. What happens after the expulsion hearing?

A. The School District General Counsel will submit to the School Board a recommended order consisting of findings of fact, conclusions of law, and a recommendation on the expulsion. You, your parents, or your attorney will have an opportunity to submit written objections to the recommended order. The School Board is limited on what it can do with respect to the recommended order by section 120.57 (1), Florida Statutes.

Q. Who makes the final decision to expel me?

A. The School Board will make the final decision on whether you should be expelled and if so, for how long. The School Board will also decide if you will receive educational services during your expulsion. Your parents may elect to have the School Board meeting open or closed to the public.

Q. How long can the School Board expel me?

A. You can be expelled for the remainder of the current school year and one additional school year. A student who is serving an expulsion during the last semester of his or her senior year may not participate in the graduation ceremony.

Q. Can I appeal the School Board's decision to expel?

A. You can appeal the School Board's decision to the Second District Court of Appeal in Tampa. You must do so within 30 days of the time you are expelled; you may or may not receive educational services.

Felony Arrests

Students are required to self-report any felony arrest to their principal within 48 hours of the arrest. An arrest that would be a felony if the student were an adult must also be self-reported. The principal will review information about the arrest to determine, after conferring with the Executive Director of School Management, whether the student should be suspended from all extracurricular activities and possibly suspended from school, or reassigned to an alternative placement. Failure to self-report such an arrest may result in suspension from all extracurricular activities for a minimum of one calendar year and suspension from school or reassignment to an alternative placement.

Extension of Ten-Day Suspension

If the principal suspends you for 10 days, the Superintendent may extend your suspension until the outcome of the criminal charges that have been filed against you. During your suspension, pending the outcome of the criminal charges, you will be assigned to an alternative educational program.

Criminal Victimization

In accordance with F.S. 1006.13, students who are found to have committed certain felony offenses against another student are prohibited from attending the same school or riding on the same school bus with the victim or the victim's siblings. According to F.S. 1006.13(5)(d), "The

offender, or the parents of the offender if the offender is a juvenile, shall arrange and pay for transportation associated with or required by the offender's attending another school or that would be required as a consequence of the prohibition against riding on a school bus on which the victim or a sibling of the victim is riding. However, the offender or the parents of the offender may not be charged for existing modes of transportation that can be used by the offender at no additional cost to the District School Board."

Corporal Punishment

The use of corporal punishment is prohibited. This prohibition extends to parents or guardians on school grounds.

REPORTS TO LAW ENFORCEMENT AGENCIES

The School Board views disruptive and criminal acts, and those which may affect the health, safety and welfare of, or pose a legitimate threat to those on a school campus, as extremely serious in nature. In addition to disciplinary action administered at the school level, certain acts are expected to be reported to law enforcement as required by the State Attorney Office. The actions of law enforcement do not dictate the corrective measure enforced by the school.

LIMITED ROLE OF LAW ENFORCEMENT

To help avoid the unnecessary criminalization of our students, law enforcement action should be limited to situations when it is necessary to protect the physical safety of students and staff or appropriate to address criminal activity. Law enforcement involvement should not be requested in a situation that can be safely and appropriately handled by a school's internal disciplinary procedures.

THE COACH AARON FEIS SCHOOL GUARDIAN PROGRAM

Like law enforcement, school guardians hired through the Coach Aaron Feis School Guardian program in Manatee County are in place to help ensure the physical safety of our students, staff, and school community. School guardians are not to be involved in student discipline matters unless it is a matter of safety. School guardians additionally have no authority to act in any law enforcement capacity, except to the extent necessary to prevent or abate an active assailant incident.

REPORTS TO DEPARTMENT OF CHILDREN AND FAMILIES (DCF)

All employees of the District have the responsibility to report all actual and suspected cases of child abuse, abandonment or neglect. They also have the responsibility to comply with child protective investigations and all other provisions of law related to child abuse, abandonment or neglect. All employees of the District shall have immunity from liability if they report such cases in good faith. Abuse is defined as "any willful act or threatened act that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the child's physical, mental or emotional health to be significantly impaired."

REFERRALS TO MENTAL HEALTH AGENCIES

If you present a concern for the safety of others, due to your actions or words, as determined by your school or district administration, law enforcement, or a threat assessment team, you will be referred for mental health services, per F.S. 1012.584. These services may be provided on campus or through off-campus mental health providers that partner with our district. In the event you present an immediate concern for the safety of yourself or others, the Marchman or Baker

Acts may be enacted (see Page 4) to ensure an appropriate mental health examination and intervention(s) occur. This may result in an involuntary examination and removal from campus, pursuant to F.S. 394.463. Such contact may be in person by a mental health professional or using telehealth as defined in F.S.456.47.

SELF-REPORTING UPON INITIAL REGISTRATION

Upon initial registration in any district school from another district, state, charter, home or private school, you are required per F.S. 1006.07 to self-report any previous school expulsions, prior arrests resulting in charges, Juvenile Justice actions, and referrals to mental health services. You are also required to report any placements in an alternative setting for disciplinary or safety reasons. Students found to have been expelled or placed in an alternative program in lieu of expulsion from another school or district may serve any remaining duration of the original expulsion as outlined in F.S. 1006.07.

SECTION VII IMPORTANT POLICIES AND PROCEDURES

MEDICATION POLICY

Taking legal medications (prescription drugs prescribed for you or over-the-counter drugs) at school, on a school bus, at any school activity, or on any field trip must strictly comply with this Medication Policy. This policy requires the following:

a. You should make every effort to administer medications at home during non-school hours.

b. All medications (including over-the-counter medications, vitamins and supplements) must be prescribed by a licensed physician and must be retained in the school clinic.

c. For each medication to be administered, your parent must provide the principal or clinic staff with a written statement giving the principal or the principal's designee permission to assist in the administration of the medication. The written statement must explain the reason it is necessary for the medication to be provided during the school day.

d. The written statement shall be on a Medication Authorization Form which can be obtained from the school's office and must be signed by both a physician and a parent or guardian before medications can be administered at school.

e. You may not transport medications to school or be in possession of any medications while on school property.

f. An authorized adult must bring the medication to be administered to the school's office and deliver it along with a completed Medical Authorization Form.

g. Possessing medications prescribed to others is illegal and considered a Level 3 offense.

h. Students with any of the following medical conditions may carry and self-administer the medications or supplies listed below to attend to their conditions while at, or in transit to or from, school or school-sponsored activities, if the school has been provided written parental and physician authorization in advance:

Student's Medical Condition:	Student May Carry and Self-Administer:
Life-threatening Allergies or Asthma	An epinephrine auto-injector
Asthma	A metered dose inhaler
Pancreatic Insufficiency	A prescribed pancreatic enzyme supplement
Diabetes	Diabetic supplies, equipment, and specific food items identified in the written authorization along with a description of the activities the student is capable of performing without assistance, such as blood-glucose level checks, urine ketone testing, administering insulin, and treating hypo-or hyperglycemia.

CONTROLLING THE SPREAD OF COMMUNICABLE DISEASES

The School Board recognizes its responsibility relative to student, employee, and visitor health and safety. In order to protect the health and safety of the students, District personnel, and the community at large, the Board shall follow all State statutes and Health Department regulations which pertain to immunization under Policy 5320, and other means for controlling communicable disease spread through normal interaction in the school setting as set forth in Policy 8450.

CRISIS PROTOCOL

Providing a safe and secure environment for our students to learn is the top priority of the School District of Manatee County. Measures have been taken to ensure our staff and students are prepared in the event a crisis situation occurs in one of our schools. A comprehensive Crisis Management Plan has been created to guide our staff through a wide variety of situations. Fire drills, tornado drills, lock-down drills, and shelter-in-place drills are practiced at each site to ensure routines and safety procedures are well established and familiar to all.

In a shelter-in-place, all school doors will be locked and regular classroom instruction continues behind the locked doors. In a lock-down, all school doors are locked and all students and staff are out of view. Classroom instruction is discontinued.

What parents need to know during either crisis:

a. Please DO expect to be notified with a special parent advisory sent home from the school and/or with a telephone message from our telephone notification service when the school is able to provide accurate information and/or the incident is resolved.

b. Please DO cooperate with school and/or district directives.

c. Please DO consult local media for regular updates about the incident. Listen for information updates on local radio and television stations. You may be directed to an off-campus parent staging area for the latest information regarding a campus crisis.

d. Please DO NOT call the school because phone lines will be needed for emergency

communication.

e. Please DO NOT call your child's cell phone because cell phones are not to be used during a crisis.

f. Please DO NOT go to the school if a crisis situation should occur. Roads are closed, doors are locked and campuses are off-limits to anyone other than authorized personnel.

Pursuant to F.S. 120.54, in the event of an emergency, the Superintendent or the School Board can enact additional rules governing student conduct which shall be enforced as included in this Code of Student Conduct.

Unannounced Lock-down Drills

The principal may conduct unannounced lockdown drills from time to time and will inform parents after the fact about the drill by way of automated telephone calls.

STUDENT AND FAMILY REUNIFICATION PLAN

In case of a school emergency or a natural disaster, you need to be aware of our school's plan for releasing your child. First and foremost, remain calm. Remember, it is our primary concern that students remain safe at all times, and there is a plan for an orderly dismissal and release of our students. When you learn your child's school is in a lockdown situation or any other emergency situation, do not call the school and do not come to the school. Staff will be very busy during an emergency and will not be able to attend to the safety of your children if they have to answer your phone calls. If you come to the school during an emergency, in all likelihood you will not be allowed into the school or even into the inner perimeter set up by emergency responders. The presence of hundreds of parents showing up on the scene will hinder the efforts of emergency responders, which in turn may jeopardize the safety of your child. Instead, if the situation warrants the release of students, direct notification to your listed emergency contact numbers as well as the use of local news media will provide instructions on when and where the release will take place. Students may be bused to an off-site location for their release to parents.

Once an "all clear" is given at the school, and if there is a need to release students for the day, the Student and Family Reunification Plan will be put into place. For the safety of every child, we must document to whom each child is released. Students will only be released to a parent, guardian, or childcare personnel as designated on your child's school *Contact, Medical, and Emergency Form*. When you arrive at the facility where students will be released, proceed to the designated area and plan to do the following:

- Fill out a Student Release Form.
- Present photo identification.
- Move to the Student release area and wait for your child.
- A runner will go to the assembly area, get your child, and bring him or her to the release area. Be prepared to show your ID again.
- Sign for the student and depart. **REMINDER: Your child will be released only to those listed on the *Contact, Medical, and Emergency Form*. It is therefore imperative you keep information on your child's *Contact, Medical, and Emergency Form* up to date, including your cell phone number or other emergency contact information. Please note that if for any reason your child is not picked up, he or she will be placed in an alternate place of**

safety. These procedures should be shared with everyone you list on the *Contact, Medical, and Emergency Form* so they are familiar with our plan and these concerns. If you have any questions about the Student and Family Reunification Plan, contact your child's school principal.

REGISTER YOUR EMERGENCY CONTACT INFORMATION TODAY!

The school district, in cooperation with TIFF (To Inform Families First) urges you and your family to register your emergency contact phone numbers TODAY. In the event of an emergency, families can be notified more quickly through this service. On the Internet, simply log onto the following website as follows:

www.hsmv.state.fl.us

Click ONLINE SERVICES - EMERGENCY CONTACT INFORMATION

For more information on this important initiative click on:

www.toinformfamiliesfirst.org

ELECTRONIC EQUIPMENT

If you are in possession of non-district issued electronic items at school, they may only be used before the morning bell rings and after school, unless your school has adopted a policy further allowing or restricting the use of personally owned electronic devices. In all other instances, **they are to be kept turned off and out of sight on school grounds** unless an administrator or designee gives permission to use the device. Teachers may also allow students to utilize their personal electronic devices for the completion of specific assignments, as a component of their coursework. These electronic devices include, but are not limited to, the following:

- music playback or streaming devices
- camera
- cellular phone (including the camera that may be part of the phone)
- video or digital recorder
- video gaming devices
- computer or tablet (unless specifically authorized for academic purposes)
- Smartwatches or other smart devices that may or may not connect to the Internet
- Earbuds or headphones

If this rule is violated, an administrator may ask you to surrender the device and will hold it until you or your parent comes to retrieve it. Refusal to surrender the device will be considered defiance and will result in appropriate administrative action. If the item is not picked up by July 1st following the end of the school year, the item will be deemed abandoned. Each school will determine what to do with abandoned items. Neither the school nor school staff members are responsible for any such items if they are lost, stolen, broken or damaged.

A student may not electronically record a teacher or a class without the teacher's written permission. Additionally, students may not record or post to the Internet recordings of fighting, acts of bullying, assault, or battery, whether staged or real.

During any district, state, or federally required assessment administration, if you are found with

an electronic device that reproduces, transmits, calculates, or records (e.g., a cell phone, camera, or calculator) in your pocket, at your desk, or within your reach during testing, your test will be invalidated. Additionally, the device will be confiscated and you will be disciplined.

If school officials have reasonable suspicion that electronic items contain evidence of a violation of the Code of Student Conduct, or criminal activity, they may conduct a search of the contents of the electronic item.

TECHNOLOGY AND INTERNET SAFETY POLICY

Technology is an integral part of your educational experience and must be used in a way that is consistent with the goals of the School District of Manatee County (SDMC). Technology includes, but is not limited to, computers, tablets, other electronic devices, software, email, the Internet, and other network resources. Your use of technology is a privilege and you are responsible for using it appropriately. This includes use of district technology while off school property. The following are improper uses of technology:

a. Photographing, recording, or using images of any person without their knowledge or consent.
b. Accessing pornographic or obscene images, language or materials, including screen savers.
c. Transmitting any material in violation of federal, state, local law, School Board policy, regulation, or the District Code of Student Conduct. This includes, but is not limited to: copyrighted material; threatening, obscene or pornographic material; test questions or answers; student work products; trade secrets; and computer viruses or malware.
d. Using technology for commercial activities unless explicitly permitted by the School Board.
e. Modifying the original SDMC pre-set software image including, but not limited to: loading software applications not authorized by SDMC; changing the computer name; changing or removing operating system extensions; altering security/filtering software; altering the pre-loaded operating system or application; or taking apart the computer for access to internal parts.
f. Downloading music, games, or videos at any time on a district computer.
g. Using cellular phones or other wireless communication devices during unauthorized times of the school day. Cellular phones, tablets, and other electronic devices may only be used on campus before or after school, unless your school has different policy restrictions or you have permission from an administrator or designee.
h. Using email, instant messaging, texting, web pages or other technology operations to threaten, disrupt, or interfere with the safety and welfare of the school community, including engaging in cyber-bullying, harassment, or “sexting.”
i. Gaining or attempting to gain unauthorized access to SDMC networks, computer servers, or data files.
j. Gaining or attempting to gain unauthorized access to non-SDMC networks, computer servers, or data files utilizing SDMC equipment.
k. Using profanity, obscenity, or other language which may be offensive to another person, or reposting personal communications without the author’s prior consent, when using

computer network access.

l. Downloading or printing any material that deemed inappropriate by the School District.
m. Attempting to log on to the SDMC network or other district-affiliated systems using another's identity or password.
n. Sharing of logins and passwords to the SDMC network.
o. Bypassing or attempting to bypass SDMC filtering software.
p. Unauthorized disclosure, use and dissemination of personal information regarding students, unauthorized online access by students, including hacking and other unlawful activities and access by students to inappropriate matter on the Internet is prohibited.

NOTE: There is no right or expectancy of privacy on District provided or owned technology. School officials may review any information or files on such technology at any time.

Use of Social Media

The School District of Manatee County allows schools, students, teachers and staff to use social media for enhancing classroom learning and communication among members of the SDMC community. Your use of District-approved social media platforms must be consistent with all aspects of this Code of Student Conduct.

For School Board Policies regarding student use of social media, please see Policy 7544 "Use of Social Media," as well as Policy 7540.03 "Student Technology Acceptable Use and Safety." Those policies can be found in the School Board Policy Manual on the School District website at https://www.manateeschools.net/Page/2186. For Student Social Media Guidelines, please visit the "Parents and Students" page of the School District website at www.manateeschools.net.

DISCLAIMER OF RESPONSIBILITY FOR PERSONAL PROPERTY

Although the school attempts to maintain a safe and secure environment, theft and loss do sometimes occur. All personal property in possession of the student should be identified with the student's name. The school disclaims responsibility for any lost, stolen, broken or confiscated property. Parents send and students bring such items to school at their own risk. Students are expected to turn in to the office any found items.

ATHLETIC ELIGIBILITY

If you are in grades 6-12, you may be eligible to participate on athletic teams in interscholastic athletic contests as a representative of a school, provided you are a bona fide student of that school and meet the following requirements:

High School Eligibility Requirements

1. Must be regularly enrolled and in regular attendance at school. Charter school students, home education students (including FLVS Full-time) and private school students meeting criteria under F.S. 1006.15 may participate at their home zoned school or at another district school provided they have exercised school choice to that school through the district's controlled open enrollment process.

2. A student not currently suspended from interscholastic or intrascholastic extracurricular activities, or suspended or expelled from school, pursuant to a district school board's suspension or expulsion powers provided in law, including Florida Statute Sections 1006.07, 1006.08, and 1006.09, is eligible to participate in interscholastic and intrascholastic

extracurricular activities.

3. A student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets the criteria in F.S. 1006.15(3)(h).

4. A student's eligibility to participate in any interscholastic or intrascholastic extracurricular activity may not be affected by any alleged recruiting violation until final disposition of the allegation, pursuant to F.S. 1006.20 (2)(b).

5. Any violation of school discipline policies or the District Code of Student Conduct may be considered for exclusion as eligibility standards to participate in extracurricular interscholastic or intrascholastic activities.

6. A student must have a cumulative 2.0 grade point average on a 4.0 unweighted scale, or its equivalent, at the conclusion of each semester to be academically eligible during the next semester (F.S. 1006.15(3)(a)1). Academic eligibility or ineligibility is determined on a semester basis. A student who is academically eligible at the beginning of a semester will continue to be academically eligible for that entire semester. Likewise, a student who is academically ineligible at the beginning of a semester will continue to be academically ineligible for that entire semester, except as provided in Bylaw 9.4.5.1.2.

Middle School Eligibility Requirements

1. Must be regularly enrolled and in regular attendance at school. Charter school students, home education students (including FLVS Full-time) and private school students meeting criteria under F.S. 1006.15 may participate at their home zoned school or at another district school provided they have exercised school choice to that school through the district's controlled open enrollment process.

2. Must carry a normal class load, maintain satisfactory classroom work (minimum 2.0 grade point average on previous quarter's report card) and maintain a satisfactory conduct record (no 4's in Citizenship on the previous quarter's report card). Sixth grade students are exempt for soccer only.

3. Must be less than 15 years 9 months of age. On the day a student reaches this age, regardless of when that day is, the student becomes ineligible to participate on the middle school level.

4. Must obtain signed permission from his/her parents or guardian on a form provided by the school.

5. Must have a school physical on file with the school.

6. Must be an amateur. This means that the student must not accept money, gift or donation for participating in a sport, or use a name other than his/her own when participating.

7. Must display good sportsmanship and follow the rules of competition before, during, and after every contest in which the student participates. If not, the student may be barred from participation for a period of time.

8. Must not provide false information to gain eligibility.

9. All non-traditional student eligibility will be determined on a semester-by-semester basis.

10. A student may not participate if serving an out of school suspension the day of competition.

11. A student must attend a minimum of one-half of a day of school to practice or participate in an athletic contest.
12. All participants must have appropriate paperwork (physical form and parent consent form) on file in the athletic director's office before the beginning of the All-Star Tournament.
13. A student transferring into a school must meet eligibility requirements. The student cannot take the spot of an existing team player on the roster.

Athletic Student Transfer Eligibility

A student who transfers is immediately eligible, as long as all other eligibility requirements are met. Students may not participate in the same sport in the same year at more than one school, unless one of the following exceptions are met:

1. Children of active duty military whose move resulted from military orders.
2. Children relocated due to foster care placement or McKinney —Vento Act.
3. Children who move due to a court-ordered change in custody due to separation, or serious illness or death of custodial parent.
4. Good cause policy in district or charter (district placement).

Per F.S. 1006.15, the School District of Manatee County has defined just cause for immediate eligibility as:

a) Special Assignment by Superintendent, or Office of Student Assignment.

b) Move to a new residence following the marriage of the student. The student immediately establishes a new residence that makes it necessary to attend a different school.

c) Reassignment by District School Board or Charter School Board.

d) Transfer of school within the first twenty days of a semester in acceptance of a seat (first opportunity to enroll) into a previously applied for magnet program.

e) Any other athletic eligibility appeal ruled upon by the Athletics Review Committee to intervene and make a decision on a case brought before the board by the Supervisor of Athletics. All decisions will be given within 10 school days from the date of the appeal.

Attendance

A student must be in attendance a minimum of one-half day on the day of competition or the day prior if the contest falls on a non-school day, unless documented (doctor's note, field trip, subpoena, etc.), to practice or participate in a contest on that day unless approved by the Principal or designee.

Dismissal / Quitting a Team

Any athlete or manager who is suspended from a team, voluntarily quits a team or is dismissed from a team for disciplinary reasons is not permitted to go out for another sport while the original sport is still in season. The season is officially over when the team plays the last game of the season. A season is defined as the first day of practice through the last play-off game.

Out of School Suspension

Students who are serving out of school suspension are not allowed to participate in any athletic activities until they have returned to regular class attendance for one full school day. Students who are suspended for a total of 10 or more days (cumulative or single incident) in a school year will be subject to an administrative review to determine eligibility to participate in any extracurricular

activities. The administrative review will encompass the incident or infraction, discipline, academic, and attendance history, and conference with the student and others involved. Based on the results of the review, the student may be ineligible to participate in any extracurricular activities for a period not to exceed 180 school days from the incident. If after the review process, the student is determined to be ineligible he or she may not participate in any event or activity as a representative of the school. These events or activities include but are not limited to: athletics, marching band, concert band, orchestra, choir, drama, JROTC competition teams, and or clubs or organizations sponsored by the school's faculty or staff. A student may appeal the 180-day suspension after 90 school days. The appeal must be in writing to the principal. The appeal process will take into consideration the student's attendance, grades, discipline, teacher comments, any other pertinent information, and student interview during a parent conference. The suspension from extracurricular activities will not be less than 90 school days. Should the suspension from extracurricular activities be changed to a period of time less than 180 school days, the student will be on probation until the conclusion of the 180-school day period.

Criminal Offenses

1. Criminal Charges: After a hearing with the principal, a student charged with a criminal offense will be suspended from extracurricular or co-curricular activities by the school principal until the charge is adjudicated.
2. Adjudication Withheld: A student who has been suspended from extracurricular activities because of a criminal charge may be reinstated at the principal's discretion if adjudication is withheld.
3. Felony: A student's conviction in "adult" court or judgment of "delinquency" in a juvenile court for any act that would have been felonious in "adult" court will mandate loss of eligibility to participate in any student activity for the duration of the years enrolled in a Manatee County public high school from the time of conviction. After one calendar year following conviction, the student may request a review of his/her eligibility by the principal.
4. Misdemeanors: A student's conviction in "adult" court or judgment of "delinquency" in a juvenile court for the following misdemeanors (assault or battery, possession of concealed weapons, lewdness or indecent exposure, theft, drug possession/sale) will mandate loss of eligibility to participate in any student activity for six months from the time of conviction. After three calendar months following conviction, the student may request a review of his/her eligibility by the principal.

Drug and Tobacco Use

1. No use of tobacco products. For the first offense a one game suspension will occur. The second offense will result in dismissal from the team.
2. An athlete knowingly possessing, using, transferring, or being under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, or intoxicant of any kind, or any facsimile regardless of content, on or off campus, will be suspended from athletic participation for 180 days. A student may appeal the 180-day suspension after 90 school days. The appeal must be in writing to the principal. The appeal process will take into consideration the student's attendance, grades, discipline, teacher comments, any other pertinent information, and student interview during a parent conference. The suspension from extracurricular activities will not be less than 90 school days. Should

the suspension from extracurricular activities be changed to a period of time less than 180 school days, the student will be on probation until the conclusion of the 180 school day period.

Homeless Student Rights under the McKinney-Vento Act

Under the McKinney-Vento Act, homeless students have the right to attend school, regardless of the location where they live or the length of time at that location. The student is to be enrolled immediately, regardless of whether the appropriate records required for enrollment are presented. The school will refer the parent/guardian to Project Heart, which will help in obtaining the required records. Students eligible under the McKinney-Vento Act have the right to continue in the same school they attended before their housing situation changed, or the school last attended, as well as receive assistance with transportation to that school of origin. Furthermore, the students are allowed to attend the school of origin for the rest of the school year, even if they obtain permanent housing during the school year.

If a student who is eligible under the McKinney-Vento Act is sent to a school other than the school of origin, a reason must be provided in writing, along with the process for appealing such a decision. The student may remain in the school of origin during the appeal. If it is proven the student was not eligible for McKinney-Vento Act rights and services, but the parent/guardian accepted goods, services or special rights, including free school lunches, school fraud rules will apply. The parent will be notified in writing and provided the process for disputing the charges of fraud.

SECTION VIII **PUBLIC NOTICES**

PUBLIC NOTICES

The Family Educational Rights and Privacy Act (FERPA), affords parents and students over 18 years of age (“eligible students”) certain rights with respect to the student’s education records. These rights are:

The right to inspect and review the student’s education records within 30 days of the day the School receives a request for access. Parents or eligible students should submit to the school principal a written request that identifies the record(s) they wish to inspect. The school official

will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

The right to request amendment of the student’s education records that the parent or eligible student believes is inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA. Parents or eligible students who wish to ask the school to amend a record should write the school principal, clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

The right to privacy of personally identifiable information in the student’s education records,

except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff); a person serving on the School Board; a person or company with whom the school has outsourced services or functions it would otherwise use its own employees to perform (such as an attorney, auditor, medical consultant, or therapist); a parent or student serving on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an educational record in order to fulfill his or her professional responsibility. Upon request, the school discloses education records without consent to officials of another school in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with requirements of FERPA. The name and address of the Office that administers FERPA are:

FAMILY POLICY COMPLIANCE OFFICE
U.S. DEPARTMENT OF EDUCATION
400 Maryland Avenue,
SW Washington, DC 20202-8520

Annual Notice: Students with Disabilities

Parents have the right to:

a. Have your child take part in, and receive benefits from, public education programs without discrimination due to his/her disabling condition(s).
b. Receive prior notice with respect to identification, evaluation, or educational programming for your child.
c. Have your child receive a free appropriate education.
d. Have your child receive educational services in facilities which are comparable to those provided to non-handicapped students.
e. Examine your child's educational programming decisions made, based on a variety of information sources and by persons who know the student and who are knowledgeable about the evaluation data and placement options.
f. Have transportation provided to and from an alternative placement setting (if the setting is a program not operated by the district) at no greater cost to you than would be incurred if the student were placed in a program operated by the district.
g. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by the district.
h. File a local grievance with the local school district's grievance officer.
i. File a complaint with the Office for Civil Rights (OCR).
j. Take action through Civil Court.
k. Be represented by an attorney or legal counsel.
l. Request an impartial hearing regarding district decisions concerning the identification,

evaluation, or educational programming for the students. The parent/guardian and their legal representative will have full opportunity for participation.

- The hearing request must be made to the Superintendent of the District.
- The hearing will be held by an impartial hearing officer qualified to hear 504 proceedings.

Notification of Student Social Security Number Collection and Usage

In compliance with Florida Statute 119.071(5), this statement provides notification of the purpose for the collection and usage of student social security numbers by the School District of Manatee County. According to F.S.1008.386, When a student enrolls in a public school in this state, the district school board shall request that the student provide his or her social security number and shall indicate whether the student identification number assigned to the student is a social security number. However, a student is not required to provide his or her social security number as a condition for enrollment or graduation. A student satisfies this requirement by presenting to school enrollment officials his or her social security card or a copy of the card. The Department of Education shall establish a process for assigning a Florida student identification number to each student in the state, at which time a school district may not use social security numbers as student identification numbers in its management information systems. The Commissioner of Education shall assist school districts with the assignment of student identification numbers to avoid duplication of any student identification number.

Service Animals

Subject to specific guidelines, certification, and authorization by the School District of Manatee County, students with disabilities or other medical issues are permitted to have service animals accompany them during the school day. Service animals are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, alerting people to the presence of potentially deadly food allergens, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Please contact your school administration for initiating the process of using a service animal in any Manatee County school.

Military Transfers

Priority is given to the dependent children of active duty military personnel transferring to the School District of Manatee County. Military transfer priority is granted only at the time of the initial military transfer to the district and does not apply to future county-wide program application periods. By state law, dependent children of active duty military personnel transferring into the district are given first priority for placement at the time of their initial transfer. Students who participated in special programs and extracurricular activities at their transferring schools will be given priority access to the same programs and extracurricular activities when available (Florida Statute 1003.05).

Notification of Availability of School Public Accountability Report

The annual school public accountability report is available online through the Florida Department of Education. Please visit the site and select Manatee County, then the appropriate school.

Video Surveillance on School District Property

In order to maintain a safe environment for students, staff and the public, and to control vandalism and criminal activity on School District property, the District has installed and will utilize video surveillance systems on School District property, including school buses. Any activities recorded on the video cameras may be used for school discipline or for law enforcement purposes. Federal and state law governs disclosure and use of video material, and such material could become part of a student's record.

Student Identification
You must have your student ID on you at all times when you are on a school campus or on any district bus. If your school requires you to wear or otherwise display your student ID, then you must follow all procedures pursuant to that rule. You must also display your student ID and have it scanned, each time you board a district bus.

Pledge of Allegiance
F.S. 1003.44 requires the Pledge of Allegiance be recited at the beginning of each school day. When the national anthem is played or the pledge is recited, students and all civilians shall stand at attention, men removing the headdress, except when such headdress is worn for religious reasons. When the pledge is recited, students shall stand with the right hand over the heart. With a written request by a student's parent or guardian, a student will be excused from reciting the pledge, including standing and placing the right hand over his or her heart. When the pledge is given, unexcused students must show full respect to the flag by standing at attention. When the Junior Reserve Officer Training Corps (JROTC) Color Guard presents the colors for the national anthem or Pledge of Allegiance at a school or district function, the audience is asked to rise before the procession begins from the back of the room. The audience remains standing after the pledge or anthem and during the entire time the Color Guard walks to the back of the room. The audience remains standing until the Color Guard is dismissed.

Moment of Silence
Per FS 1003.45, the principal of each public school shall require teachers in first-period classrooms in all grades to set aside at least 1 minute, but not more than 2 minutes, daily for a moment of silence, during which students may not interfere with other students' participation. A teacher may not make suggestions as to the nature of any reflection that a student may engage in during the moment of silence. Each first-period classroom teacher shall encourage parents or guardians to discuss the moment of silence with their children and to make suggestions as to the best use of this time.

The Hope Scholarship Program
If you have been subjected to a range of violent incidents on campus, to include battery, harassment, hazing, bullying, kidnapping, physical attack, robbery, sexual offenses, assault, threat, intimidation, or fighting, your parents may choose to withdraw you from your zoned school and enroll you in another public school that has capacity, or to request a scholarship to attend an eligible private school. Requests for scholarships to participating private schools is on a first-come, first-serve basis and is subject to available funding and other restrictions, per F.S. 1002.40.

PUBLIC NOTICES WITH PARENTAL OPT-OUT PROVISIONS

Directory Information/Photographs/Publications
FERPA also requires that the School District, with certain exceptions, obtain written parental

consent prior to the disclosure of personally identifiable information from a child's education records. However, the School District may disclose appropriately designated "directory information" without written consent, unless the parent has advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the School District to include this type of information from a child's education records in certain school publications. Examples include:

- A playbill, showing a student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks and law enforcement agencies. If parents do not want the School District to disclose directory information from their child's education records without prior written consent, they must notify the District in writing by September 15 of each year or within 30 days of receiving this annual notice. The School District has designated the following information as directory information:

- Student's name
- Electronic mail address
- Photograph or other likeness (with parental consent)
- Date and place of birth
- Major field of study
- Dates of attendance
- Grade level
- Participation in officially recognized activities and sports
- Weight and height of athletic team members
- Degrees, honors, and awards received
- The most recent school attended

NOTE: Objecting to the release of directory information may result in your name, photograph and other directory information being excluded from yearbooks, sports programs, and other school publications. Both parents have a right to see the school records of their child unless there is a certified copy of a court order on file at the school that specifically denies the right to access school records. Copies of school records are available for minimal copying charge. If you have any questions about these rights, please contact your school office.

Military Opt-Out Procedures

Under federal law, military recruiters are entitled, upon request, to a list of names, addresses, and telephone numbers of high school students unless you object to such release. **You or your parents must notify your principal in writing if you do not want your name, address and telephone number released to military recruiters without prior written parental consent. This written notification may be submitted at any time and the School District will honor**

the objection from that point forward unless you otherwise provide written notification to your principal. A military opt out form is available on the District web site: www.manateeschools.net. You may also request a copy of the form at your school's main office.

Higher Education Opt-Out Procedures

Under federal law, institutions of higher learning are entitled, upon request, to a list of names, addresses, and telephone numbers of high school students, unless you object to such release. You or your parents must notify your principal in writing if you do not want your name, address, and telephone number released to institutions of higher learning without prior written parental consent. This written notification may be submitted at any time and the School District will honor the objection from that point forward unless you otherwise provide written notification to your principal.

Notification of Rights under the Protection of Pupil Rights Amendment (PPRA)

PPRA affords parents certain rights regarding the District's conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

1. Consent before students are required to submit a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education: a. Political affiliations or beliefs of the student or student's parent; b. Mental or psychological problems of the student or student's family; c. Sexual behavior or attitudes; d. Illegal, anti-social, self-incriminating, or demeaning behavior; e. Critical appraisals of others with whom respondents have close family relationships;

f. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers; g. Religious practices, affiliations, or beliefs of the student or parents; or h. Income, other than as required by law to determine program eligibility. 2. Receive notice and an opportunity to opt a student out of: a. Any other protected information survey, regardless of funding; b. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; c. Activities involving collection, disclosure, or use of personal information that has been obtained to market or to sell or otherwise distribute the information to others; and d. In accordance with s. 1002.222(1)(a), the right to opt out of any district-level data collection not required by law. 3. Inspect, upon request and before administration or use, the following: a. Protected information surveys of students; b. Instruments used to collect personal information from students for any of the above for marketing, sales, or other distribution purposes; and c. Instructional material used as part of the educational curriculum. These rights transfer from the parents to the student who is 18 years old or an emancipated minor under State law. Parents who believe their rights have been violated may file a complaint with: Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW Washington, D.C. 20202-5901

Code of Conduct Committee Members

We would like to recognize and thank the following members of the School District of Manatee County and our surrounding community for contributing to the development of the 2021~~1~~2-2022~~2~~3 Code of Student Conduct. A very special thank you to the students and parents of Manatee County Youth Commission and their advisor Ally Bergman.

Brad Baietto – Assistant Principal, Braden River Middle School

Patrick Bartholomew – Director of School Safety and Security

Larissa Bennett – School Climate Coordinator

~~Regina Boyd – Parent Task Force~~

Amy Bradl – Teacher, Willis Elementary School

Phil Burghardt – Parent Task Force

Kara Carney – Teacher – Rogers Gardens-Bullock Elementary

Paul Champagne – Assistant Principal, Parrish Community High School

Kevin Chapman – Director of Strategic Planning

Willie Clark – Executive Director of Secondary Education

Kimone Cooper – Assistant Principal, Buffalo Creek Middle School

Shelly Decesare – Assistant Principal, Southeast High School

James Dougherty, Principal, Bashaw Elementary

Dr. Jennifer Gilray – Assistant Director, Manatee Technical College – Main campus

Bill Kelley – Director of Risk Management

~~Melanie Motlow-Newhall – Teacher, Kinnan Elementary~~

~~Dr. Shawn Mandel – School Psychologist~~

Mario Mendoza – Coordinator, Title One and Migrant Programs

Mike Mullen – Assistant Principal, Bayshore High

Joe Roberts – Exceptional Student Education Coordinator

Quantas Simmons – Assistant Principal, Palmetto High School

Latrina Singleton – Director, Federal Programs

Mitch Teitelbaum – General Counsel, School District of Manatee County

Samantha Webb – Principal, Abel Elementary School

Dr. Skip Wilhoit – Safe Schools, Drop-Out Prevention & Student Intervention Specialist

~~Kimberlain Zenon-Richardson – Principal, Braden River Middle School~~

The Manatee County Sheriff's Office School Resource Officer Unit

AGENDA ITEM NO. 7.5

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing

Title
Public Hearing 2022-2023 Tentative Millage and Tentative Budget - *updated July 21, 2022*

Executive Summary
Public Hearing for the Board to hear public comments regarding the adoption of the 2022-2023 Tentative Millage Rate of 6.5220 and the adoption of the 2022-2023 Tentative Budget in ~~an~~ the amount ~~to be determined~~ of $1,138,000,908 and answer questions related thereto.

~~Accompanying meeting materials were not available at the time of publication of the agenda and may be supplemented if such materials become available in accordance with F.S. Section 120.525.~~

The 2022-2023 Tentative Budget Book is attached for review.

Contact
Submitting Department: Business Services
Initiated By: Tim Bargeron

Attachments:
2022-2023 Tentative Budget Hearing Presentation - added July 21, 2022
2022-2023 Tentative Budget Book - added July 21, 2022

FY 2022-23 Tentative Budget Hearing

- Statutory Requirements/Timelines
- Roll-Back Rate
- Proposed Tentative Millage
- Proposed Tentative Budget
- Comments and Discussion
- Adoption of Tentative Millage Rate
- Adoption of Tentative Budget

Presented by:
Tim Bargeron, Deputy Superintendent of Business Services

FY 2022-23 Tentative Budget Hearing

Budget Hearings

Hearing Requirements

Scheduling and Advertising

- Hold all hearings after 5:00 p.m., Monday through Friday, or anytime on Saturday. Do not hold hearings on Sunday (s. 200.065(2)(e) 2., F.S.).
- The board of county commissioners (BCC) must not schedule its hearings on days on which a school board has scheduled hearings (s. 200.065(2)(e) 2., F.S.).
- No other taxing authority in the county can schedule hearings on the days the BCC or school board have scheduled (s. 200.065(2)(e) 2., F.S.).

At the Hearing

- In the hearings, the first substantive issues to discuss are:
  a. The percentage increase in millage over the rolled-back rate needed to fund the budget, if any
  b. The reasons ad valorem tax revenues are increasing (s. 200.065(2)(e)1., F.S.).
- At all hearings, the governing body will hear comments about the proposed increase and discuss the reasons for the proposed increase over the rolled-back rate. The public can speak and ask questions before the governing body adopts any measures.
- The governing body will adopt its tentative or final millage rate before it adopts its tentative or final budget. Adopt the millage first. Adopt the budget second (s. 200.065(2)(e)1., F.S.).
- Calculate the ad valorem proceeds using **at least 96 percent** of the current year gross taxable value (s. 1011.62(4)(a), F.S.).
- Adopt the millage rate and the budget by **separate votes** at the final hearing. Adopt the millage rate first by resolution or ordinance. The resolution or ordinance must state the adopted millage rate and the percent, if any, by which it exceeds the rolled-back rate (ss. 200.065(2)(e)1. and 200.065(3)(l), F.S.).
- The millage rate the taxing authority adopted at the final budget hearing cannot be higher than the rate it tentatively adopted at the first hearing, unless the property appraiser sends each taxpayer a revised notice of proposed property taxes before the final hearing. The property appraiser prepares the notice at the school district's expense and mails it 10 to 15 days before the final hearing (s. 200.065(2)(d), F.S.).

FY 2022-23 Tentative Budget Hearing

Budget Hearings

- **Tentative Budget Hearing – July 26, 2022 @ 5:05**
  - **Establish tentative millage (tax) rates for the 2022-23 school year**
    - **Once adopted, the tentative rates cannot increase (compared to the millages proposed for final adoption), unless "the property appraiser sends each taxpayer a revised notice of proposed property taxes before the final hearing." This notification is at the school district's expense.**
    - **Millage rates must be adopted by separate vote**
  - **Adopt the tentative budgets for 2022-23. There is still a significant amount of 2021-22 year-end closeout review/analysis that will occur prior to the final public hearing.**

FY 2022-23 Tentative Budget Hearing

Budget Hearings

- **Final Budget Hearing - September 6, 2022 @ 5:05**
  - **Establish final millage (tax) rates for the 2022-23 school year**
    - **These rates cannot exceed the rates adopted at the tentative hearing on July, 26, 2022, unless "the property appraiser sends each taxpayer a revised notice of proposed property taxes before the final hearing." This notification is at the school district's expense.**
    - **Millage rates must be adopted by separate vote**
  - **Adopt the final budget for 2022-23. <u>This is the starting point for all subsequent amendments</u>.**

FY 2022-23 Tentative Budget Hearing

Tentative Millage Rates and Collections

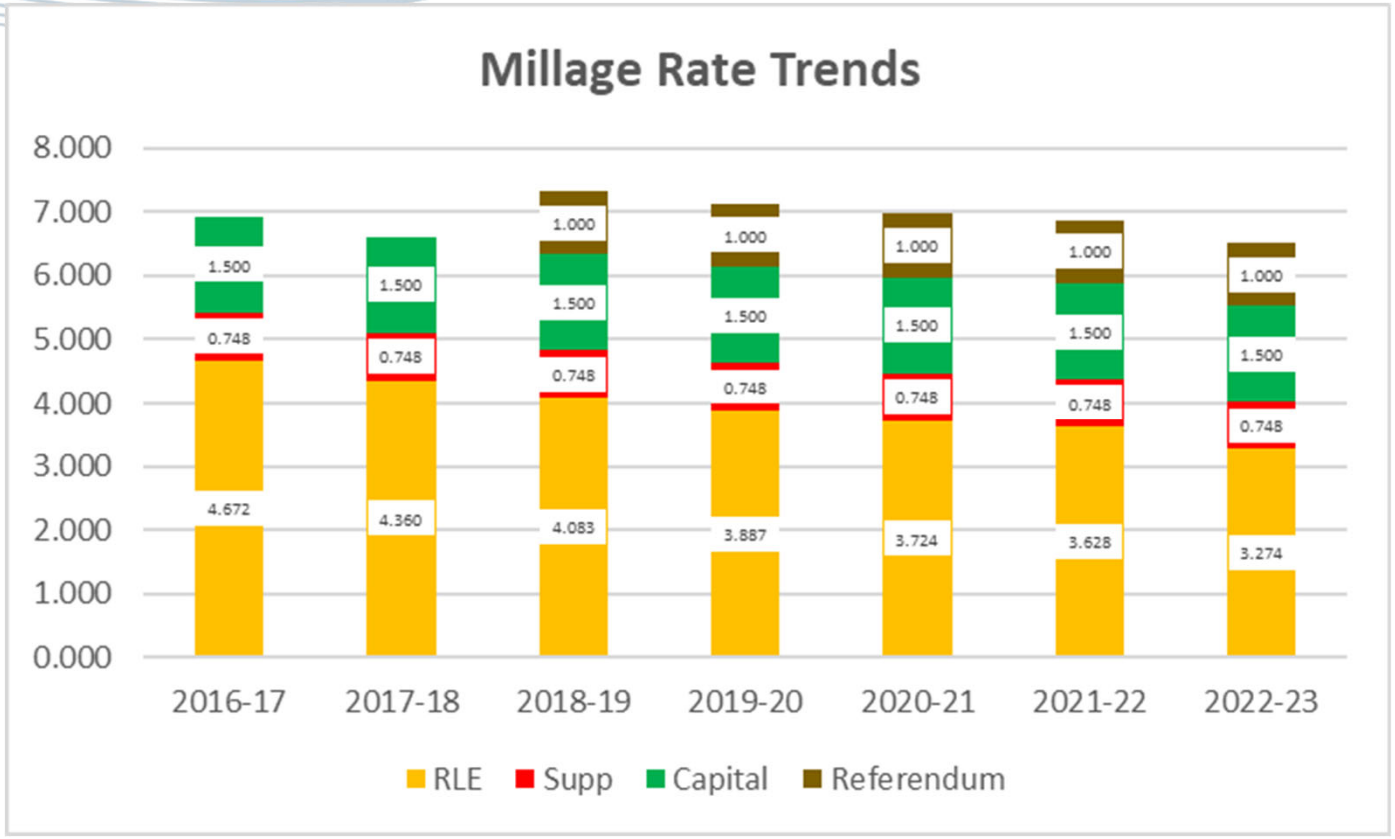
Description	Millage Rate	Amount to be Raised @ 96.00% *	Amount to be Raised @ 100.00% *
Gross Taxable Value		$59,967,982,716	$59,967,982,716
Required Local Effort (RLE)	3.274	$188,481,768	$196,335,175
Capital Outlay	1.500	$86,353,895	$89,951,974
Discretionary Operating	0.748	$43,061,809	$44,856,051
Additional Voted Operating	1.000	$57,569,263	$59,967,983
Total	6.522	$375,466,736	$391,111,183

- The total millage rate to be levied exceeds the rolled-back rate by 15.20%
- The RLE rate is established by Florida's DOE and if not levied would jeopardize state funding via the Florida Education Finance Program (FEFP)
- Maintaining the other millage rates at the same level as in 2022-23 allows the District to continue implementation of the Board's Strategic Plan

* Some DOE/DOR forms use 96% collection rate (ESE 524, Notice of Tax for School Capital Outlay), while others use 100% (Notice of Proposed Tax Increase)

FY 2022-23 Tentative Budget Hearing

Millage Rate Trends (2022-23 Tentative)



FY 2022-23 Tentative Budget Hearing

Tentative Millage –Average Impact on Real Property Taxpayer

	Manatee County School District				
	Effect of Tax Rate Change on Manatee County Property Owner				
	FY 2021-22 vs. FY 2022-23 (Tentative)				
	(A)	(B)	(C)	(D)	(E)
	Description	2021	2022	Change	Change
1	Taxable value (i)	$207,370	$256,337	$48,967	23.61%
2	Exemptions	included above			
3	Net taxable value	$207,370	$256,337		
4	Millage rate	6.876	6.522	-0.354	-5.15%
5	Annual Taxes	$1,425.88	$1,671.83	$245.95	17.25%
	(i) Source: Manatee County Property Appraiser (total taxable values/parcel counts)				

The total millage rate to be levied exceeds the rolled-back rate by 15.20%

FY 2022-23 Tentative Budget Hearing

Budget Hearing – Millage Resolution

Please return completed form to:
Florida Department of Education
Office of Funding & Financial Reporting
325 West Gaines Street, Room 814
Tallahassee, Florida 32399-0400
Or email to: OFFRSubmissions@fldoe.org

FLORIDA DEPARTMENT OF EDUCATION
RESOLUTION DETERMINING
REVENUES AND MILLAGES LEVIED

RESOLUTION OF THE DISTRICT SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, DETERMINING THE AMOUNT OF REVENUES TO BE PRODUCED AND THE MILLAGE TO BE LEVIED FOR THE GENERAL FUND, FOR THE DISTRICT LOCAL CAPITAL IMPROVEMENT FUND AND FOR DISTRICT DEBT SERVICE FUNDS FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023.

WHEREAS, section 1011.04, Florida Statutes (F.S.), requires that, upon receipt of the certificate of the property appraiser giving the assessed valuation of the county and of each of the special tax school districts, the school board shall determine, by resolution, the amounts necessary to be raised for current operating purposes and for debt service funds and the millage to be levied for each such fund, including the voted millage; and

WHEREAS, s. 1011.71, F.S., provides for the amounts necessary to be raised for local capital improvement outlay and the millage to be levied; and

WHEREAS, the certificate of the property appraiser has been received;

THEREFORE, BE IT RESOLVED by the district school board that the amounts necessary to be raised, as shown by the officially adopted budget, and the millages necessary to be levied for each school fund of the district for the fiscal year are as follows:

1. DISTRICT SCHOOL TAX (nonvoted levy)

a) Certified taxable value	b) Description of levy	c) Amount to be raised	d) Millage levy
$ 59,967,982,716	Required Local Effort	$ 188,481,769	3.2740 mills (s. 1011.62(4), F.S.)
	Prior-Period Funding Adjustment Millage	$ 0	mills (s. 1011.62(4)(e), F.S.)
	Total Required Millage	$ 188,481,769	3.2740 mills

FY 2022-23 Tentative Budget Hearing

Budget Hearing – Millage Resolution

2. DISTRICT SCHOOL TAX DISCRETIONARY MILLAGE (nonvoted levy)

a) Certified taxable value	b) Description of levy	c) Amount to be raised	d) Millage levy
$ 59,967,982,716	Discretionary Operating	$ 43,061,810	0.7480 mills s. 1011.71(1), F.S.

3. DISTRICT SCHOOL TAX ADDITIONAL MILLAGE (voted levy)

a) Certified taxable value	b) Description of levy	c) Amount to be raised	d) Millage levy
$ 59,967,982,716	Additional Operating	$ 57,569,264 ss. 1011.71(9) and 1011.73(2), F.S.	1.0000 mills
	Additional Capital Improvement	$ 0	mills s. 1011.73(1), F.S.

ESE 524 Page 1

FY 2022-23 Tentative Budget Hearing

Budget Hearing – Millage Resolution

4. DISTRICT LOCAL CAPITAL IMPROVEMENT TAX (nonvoted levy)

a) Certified taxable value	b) Description of levy	c) Amount to be raised	d) Millage levy
$ 59,967,982,716	Local Capital Improvement	$ 86,353,896	1.5000 mills (s. 1011.71(2), F.S.)
	Discretionary Capital Improvement	$ 0	mills (s. 1011.71(3), F.S.)

5. DISTRICT DEBT SERVICE TAX (voted levy)

a) Certified taxable value	b) Description of levy	c) Amount to be raised	d) Millage levy
$		$	mills (s. 1010.40, F.S.)
		$	mills (s. 1011.74, F.S.)
		$	mills

6. THE TOTAL MILLAGE RATE TO BE LEVIED ☒ EXCEEDS ☐ IS LESS THAN THE ROLLED-BACK RATE COMPUTED PURSUANT TO S. 200.065(1), F.S., BY 15.20 PERCENT.

School District of Manatee County

Tentative Annual Budget
2022 - 2023
July 26, 2022



Cynthia Saunders, Superintendent

Rev. James Golden, Chair

Gina Messenger, Vice Chair

Chad Choate III, Member

Mary Foreman, Member

Charlie Kennedy, Member

Cynthia Saunders, Superintendent

The School District of Manatee County

215 Manatee Avenue West

Bradenton, Florida 34205

941-708-8770

www.manateeschools.net

TABLE OF CONTENTS

Transmittal Letter

INTRODUCTION ……. 1

Executive Summary 2-5

Budget by Fund 6

Fund Balance Calculation Schedule 7

Growth 8

Unweighted FTE 9

MILLAGE……...……. 10

Overview 11-12

Millage Levy 13

Millage History 14

GENERAL FUND……...…….. 15

Overview 16

Calculation of the 2022/2023 Florida Education Finance Program 17

Florida Education Finance Program Definitions/Terms 18

FEFP Calculation Schedule 19

General Fund 20-21

CAPITAL FUND…..……. 22

Overview 23

Capital Projects Fund 24

Capital Outlay Summary Budget 25

DEBT SERVICE FUND……..…… 26

Overview 27

Debt Service Fund 28

SPECIAL REVENUE FUND—FOOD SERVICE……..……. 29

Overview 30

Food Service Funds 31

SPECIAL REVENUE FUND—FEDERAL PROJECTS……...……. 32
Manatee County School District Federal Programs List 33-36
Federal Project Funds 37
INTERNAL SERVICE FUND……..…….. 38
Overview 39
Internal Service Fund—Health 40
Internal Service Fund–Workers Compensation 41
Trust and Agency Funds 42
TRIM ADVERTISEMENT ……. 43
Budget Summary 44
Notice of Proposed Tax Increase 45
Notice of Tax for School Capital 46

SCHOOL BOARD

Rev. James Golden
Chair

Gina Messenger
Vice Chair

Chad Choate III
Mary Foreman
Charlie Kennedy

SUPERINTENDENT

Cynthia Saunders

SCHOOL DISTRICT OF MANATEE COUNTY

MEMORANDUM

DATE: **July 26, 2022**

TO: **Members of the School Board**

FROM: **Cynthia Saunders, Superintendent of Schools**

SUBJECT: **2022-2023 Tentative Budget**

On the following pages you will find the School District of Manatee County's Tentative Annual Budget for the 2022-2023 school year which is allocated among the following funds:

Fund Name	Budgeted Revenue, Transfers In and Fund Balance	Budgeted Expenses and Transfers Out	Budgeted Fund Balance
General	$574,106,941	$541,872,328	$32,234,613
Capital	$393,293,339	$364,007,201	$29,286,138
Debt	$42,076,124	$29,965,060	$12,111,064
Special Revenue	$65,490,608	$56,923,562	$8,567,046
Internal Services	$61,556,504	$55,158,413	$6,398,090
Trust and Agency	$1,477,392	$1,462,342	$15,050
Total	$1,138,000,908	$1,049,388,906	$88,612,002

This budget is based on funding expected to be received from the state based on 51,737 unweighted FTE for K-12 students and is included in the FL DOE 2022-2023 second calculation.

On Tuesday, July 26, 2022, we will ask you to approve tentative millages and tentative budget for Fiscal Year 2022-2023.

If you have any questions or need additional information, please contact Tim Bargeron, Deputy Superintendent, Business and Finance, at 941-708-8770, ext. 41108.

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

INTRODUCTION

EXECUTIVE SUMMARY

The School District of Manatee County continues to demonstrate strong financial stewardship. For the sixth consecutive year, the District anticipates ending FY 2021-2022 with a positive general fund balance of $45,705,140.

Accomplishments

Fiscal year 2021-2022 was a busy and successful year for the School District of Manatee County. The District's accomplishments include:

WE ARE RESILIENT AND STRONG ACADEMICALLY

- The School District of Manatee County once again pushed through the challenges of the new COVID-19 variants and kept our schools open.
- The School District of Manatee County continued its climb up the academic rankings of the state's school districts, according to school and district grades released by the Florida Department of Education. The School District of Manatee County now ranks 25th amongst Florida's 67 school districts – its highest ranking ever. The School District of Manatee County has held relatively steady during the last three years of the pandemic. Three schools improved their grades since 2019, including Freedom and Tara Elementary schools, which both went from a B in 2019 to an A in 2022, and Kinnan Elementary, which went from a C to a B.
- The School District of Manatee County's seniors in the Class of 2022 received more than $3.5 million in scholarships and were accepted into universities inside and outside the state of Florida, including virtually every public and private college and university in Florida. In addition, Manatee District seniors entered all five branches of the United States Armed Forces.
- A Braden River High School graduate was one of three hundred high school seniors who received the prestigious Gates Foundation Scholarship this year.

WE ARE FINANCIALLY SOUND

- The School District's Fund Balance has grown from $14.4 million in 2012-2013 to $42.3 million at the end of the 2020-2021 school year.
- Global Financial Ratings firms – Moody's, Standard and Poor's, and Fitch Ratings – have all remained consistent based upon the financial performance of the District.

WE ARE PAYING COMPETITIVE SALARIES

- This past school year marked the eighth-consecutive year the District provided pay increases to teachers and other employees.
- Pay for a beginning teacher increased from $38,285 in 2015-2016 to $52,910 in 2021-2022 – and now represents one of the highest starting teacher salaries in the state.
- Teacher supplements in supporting our schools were increased by ten percent in 2021-2022.

WE ARE PREPARING FOR GROWTH

- Palmetto High School will replace four classroom buildings, the cafeteria, and add onto the office building.
- Buffalo Creek Middle School began construction in May 2022 of a two-story classroom addition.
- Sugg Middle School replacement.
- Lakewood Ranch High School addition.
- Manatee Technical College Main Campus expansion and addition of a Firing & Driving Range.
- Braden River Middle School is being renovated by August 2022.
- Several major construction projects at many of our schools are currently being awarded as we continue to upgrade many campuses around the district.

WE ARE EXPANDING EDUCATIONAL OPTIONS

- A new Aviation Maintenance Technician School at the Sarasota Bradenton International Airport will be built thanks to $5.5 million allocated for the project by the Florida State Legislature.
- Innovative new programs started at several schools: Myakka City Elementary, an Agricultural Magnet program; Lincoln Memorial Middle School, a Health Science Magnet program, and Southeast High School, a Bloomberg Finance Dual Enrollment program, and a Business Entrepreneurship program.
- The School District of Manatee County is partnering with the Guy Harvey Ocean Foundation to establish the first-ever Guy Harvey Academy of Arts and Science at Anna Maria Elementary School. The academy, named for the world-renowned wildlife artist, conservationist, and businessman, will focus on marine sciences, conservation, and the arts. The program will begin this school year with development of a K-5 curriculum that will include a special aquarium to be installed at the school for the program, and accompanying art components. Students who finish the program will receive a certificate of completion from the academy. Future years will see development of Guy Harvey Academy curriculums for middle and high schools, at King Middle School and Manatee High School.
- New summer Camp Creator program at Lee Middle School to teach STEM skills to middle school-aged English language learners. The interactive program features robotics and has a focus on critical thinking and problem solving.
- Dual Language Programs were launched at Braden River Elementary School where Kindergarten students learn half the day in English and half the day in Spanish.

WE ARE CREATING A NEW FOUR-YEAR STRATEGIC PLAN

- The District successfully implemented its two-year strategic plan ending in June 2022 and is now creating a new four-year strategic plan that will run from August 2022 through June 2026.

WE ARE INCREASING SECURITY

- Phase 1 of security fencing project has been completed with Phase 2 completion by August 2022.
- School Guardians continued to get trained and prepared for our school campuses with new security equipment and gear.
- Alyssa's Law security enhancements have been implemented.

WE ARE SUPPORTED BY OUR COMMUNITY

- Manatee County voters renewed a Half-Cent Sales Tax for District capital needs in November 2016.
- Manatee County voters renewed a One-Mill Property Tax for District operational needs in November 2021 with overwhelming support from a margin of 69% to 31%. Another renewal election is set for November 2024. The referendum programs will in addition to STEM, include Visual/Performing Arts in 2023.
- Community Leaders from the Manatee Chamber of Commerce group toured several of our District schools as part of their "Education Day" event. The participants, who are from private, non-profit and government agencies, visited MTC, Lakewood Ranch High School, Dr. Mona Jain Middle School, and Braden River Elementary School.

WE ARE CHAMPIONS!

- Lakewood Ranch High School Softball team were Class 7A State Champions for the second year in a row with both a Coach and Player named as "Best in the State" by the Florida Dairy Farmers.
- Lakewood Ranch High School junior ranked in the Top Ten in the U.S. among 17- and 18-year-olds, and won the Men's Level 10 Gymnastics Florida Championship, including the title of Florida State Champ for All Around, Vault, Parallel Bars, High Bar, and Floor, as well as earning second place in Pommel and Rings.
- Braden River High School's Student Technology Association (TSA) team achieved a First-Place championship at the 2022 Florida TSA State Conference in February 2022, Braden River High School placed second. In the middle school finals, Dr. Mona Jain Middle School is the Second Place TSA team in the state of Florida.

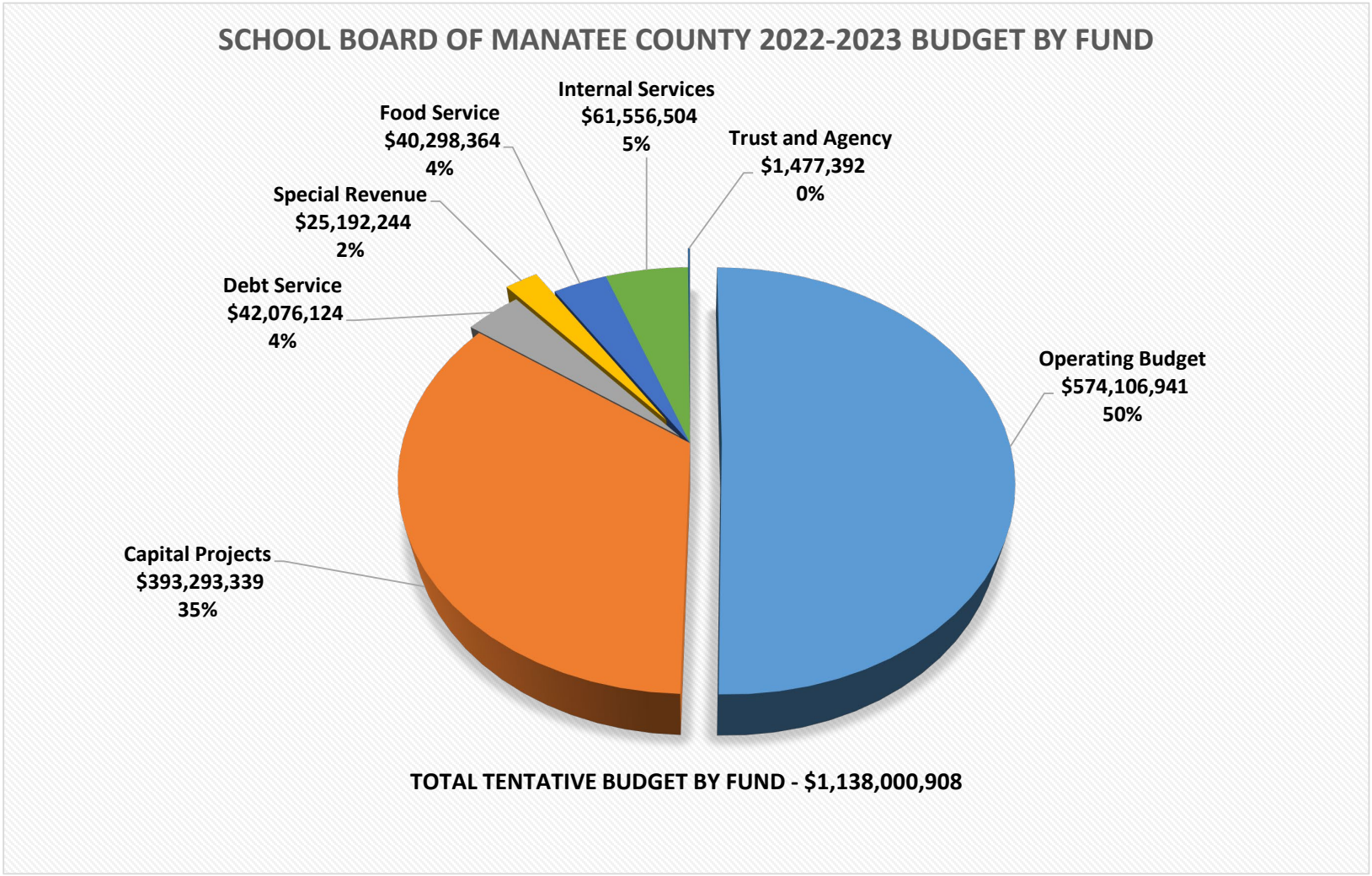
Fiscal Year 2022-2023 Budget Objectives

Full Time Equivalent (FTE) Student enrollment has increased 968 FTE from the FY 2021-2022 Fourth Calculation to the FY 2022-2023 Second Calculation. District leadership developed the FY 2022-2023 budget to prepare for potential higher enrollment, maintain financial stability, academic achievement, and staff satisfaction.

The FY 2022-2023 Total Budget is $1,138,000,908 and is comprised of General Revenue, Capital, Debt Service, Special Revenue, Internal Service, and Trust and Agency funds.

General fund 2022-2023 beginning fund balance, revenues, and transfers in from all sources are budgeted at $574,106,941 an increase of 9.8% versus 2021-2022 Current Budget. The increased funding will allow the District to continue the path of financial resiliency, educate over 51,737 students, fill current vacancies, and further improve upon the educational experience for all students.

Capital 2022-2023 beginning fund balance, revenues, transfers in, and other funding sources are budgeted to be $393,293,339 up by 60.3% versus 2021-2022 Current Budget due primarily to the Certificates of Participation $100,000,000. The Certificates of Participation will accelerate completion of security fencing project, the renovation of Haile Middle School, Blackburn Elementary School, and Tara Elementary School, as well as construct a science building at Southeast High School, and grandstands at Manatee High School.


SCHOOL BOARD OF MANATEE COUNTY 2022-2023 BUDGET BY FUND
Internal Services
$61,556,504
5%
Food Service
$40,298,364
4%
Trust and Agency
$1,477,392
0%
Special Revenue
$25,192,244
2%
Debt Service
$42,076,124
4%
Operating Budget
$574,106,941
50%
Capital Projects
$393,293,339
35%
TOTAL TENTATIVE BUDGET BY FUND - $1,138,000,908

Budget Summary - 2022-2023 Original Budget

Beginning Fund Balance

General Fund	+	Special Revenue Fund	+	Internal Service Funds	+	Trust and Agency Fund	+	Debt Service Fund	+	Capital Projects Fund	=	Total Beginning Fund Balance
$45,705,140		$9,540,364		$11,525,504		$856,133		$11,891,064		$123,885,420		$203,403,625

Total Revenues

General Fund	+	Special Revenue Fund	+	Internal Service Funds	+	Trust and Agency Fund	+	Debt Service Fund	+	Capital Projects Fund	=	Total Revenues
$508,707,985		$55,950,244		$50,031,000		$621,259		$1,641,700		$169,407,919		$786,360,107

Transfers In/Non Revenue Sources

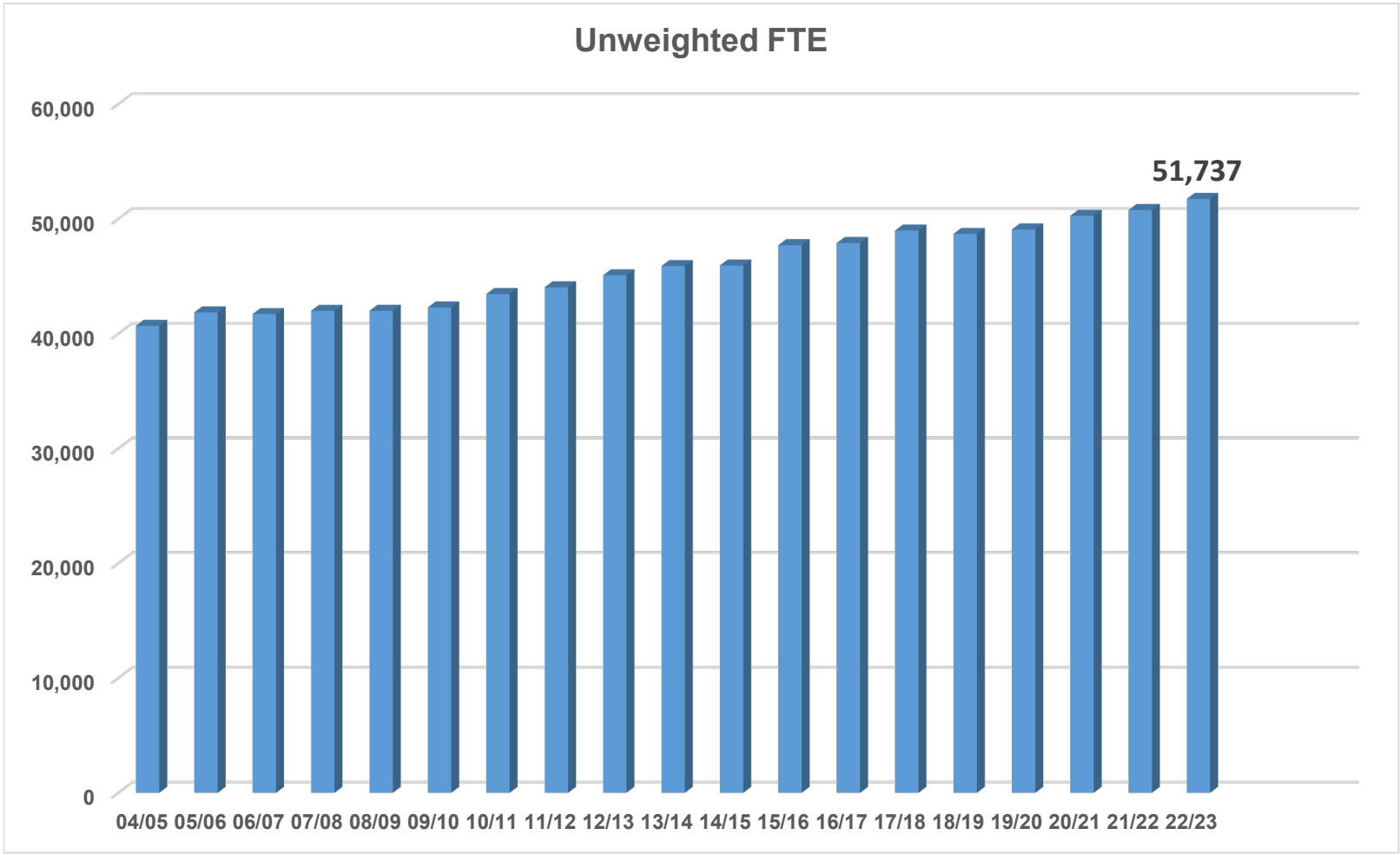
General Fund	+	Special Revenue Fund	+	Internal Service Funds	+	Trust and Agency Fund	+	Debt Service Fund	+	Capital Projects Fund	=	Total Transfers In/Non Revenue Sources
$19,693,816		$0		$0		$0		$28,543,360		$100,000,000		$148,237,176

Total Revenues, Transfers & Balances

General Fund	+	Special Revenue Fund	+	Internal Service Funds	+	Trust and Agency Fund	+	Debt Service Fund	+	Capital Projects Fund	=	Total Budget
$574,106,941		**$65,490,608**		**$61,556,504**		**$1,477,392**		**$42,076,124**		**$393,293,339**		**$1,138,000,908**

STUDENT GROWTH

Fiscal Year	Unweighted FTE	Percentage Change	Actual Growth
22/23	51,737	1.87%	968
21/22	50,769	0.99%	501
20/21	50,268	2.37%	1,192
19/20	49,076	0.79%	390
18/19	48,686	-0.60%	-293
17/18	48,979	2.22%	1,089
16/17	47,890	0.40%	190
15/16	47,700	3.71%	1,769
14/15	45,931	0.11%	49
13/14	45,882	1.76%	805
12/13	45,077	2.32%	1,044
11/12	44,032	1.34%	590
10/11	43,442	2.67%	1,159
09/10	42,283	0.71%	300
08/09	41,983	0.00%	2
07/08	41,981	0.67%	280
06/07	41,702	-0.35%	-146
05/06	41,848	2.79%	1,168
04/05	40,680	3.09%	1,257
03/04	39,423	3.16%	1,246
02/03	38,177	1.86%	709
01/02	37,468	4.00%	1,499
00/01	35,969	1.11%	400


Unweighted FTE
60,000
50,000
40,000
30,000
20,000
10,000
0
51,737
04/05 05/06 06/07 07/08 08/09 09/10 10/11 11/12 12/13 13/14 14/15 15/16 16/17 17/18 18/19 19/20 20/21 21/22 22/23

MILLAGE

MILLAGE OVERVIEW

Annually, property owners in Manatee County pay property taxes. Part of their property taxes is levied by the School Board to support the Manatee County School District.

This year the proposed tentative levy is 6.522 and is composed of the following:

Required Local Effort	3.274
Prior Period Millage Adjustment	0.000
Additional Voted Millage	1.000
	4.274
Local Capital Improvement (Capital Outlay)	1.500
Discretionary Operating	0.748
Total Millage	**6.522**

The Required Local Effort Millage is an appropriated amount set by the Florida Department of Education. The School Board must levy this amount in order to receive state funding. The Required Local Effort Millage (Prior Year Adjustment) is an appropriated amount set by the Florida Department of Education. This millage is levied if the prior period Unrealized Required Local Effort funds are greater than zero. The District is required to levy this amount.

Additional Voted Approved Millage will continue to be levied for three years starting in FY 2022-23. The Additional Voted Millage of 1 mill is for increased instruction time by 30 minutes each day, increased pay for teachers, bus drivers and other staff who work directly with students and expanded career, technical, science/engineering, and arts programs.

Discretionary Operating Millage is used by the School Board to support the general operation of the District. Though this millage is optional, it is an integral part of the Operating Budget. Throughout the last several years, this millage has varied. From FY 1991-92 until FY 2008-09 the millage was set at .510 mills. For FY 2008-09, the Legislature capped the millage at .498 mills. In FY 2009-10, the legislature further reduced the Capital Outlay Millage by .25 and

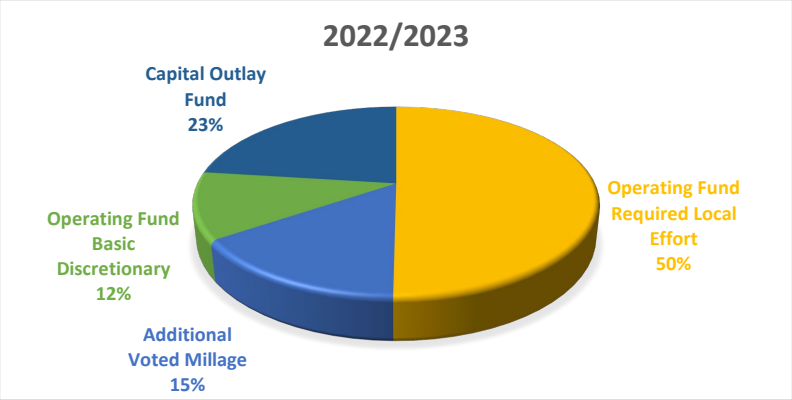
added it to the Discretionary Millage, totaling .748 mills. The Discretionary Millage remains at .748 mills.

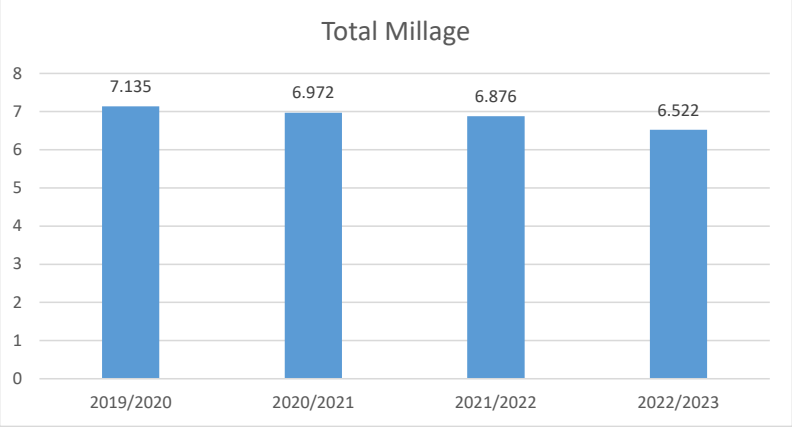
The Capital Improvement Millage is an amount levied to support the construction, maintenance and equipping of our schools. Its uses and implementation are set by the School Board. Beginning FY 1994-95, this millage was capped at 2.00 mills. For 2008-09, the Legislature capped this millage at 1.750. The difference was used to help offset the increase in the Required Local Effort (RLE) to fund the FEFP formula. For FY 2009-10 the millage was further reduced by .25 mills and moved to the Discretionary Millage. The Capital Improvement Millage is now set at 1.500 mills.

School Board of Manatee County
Millage Levy Information

	2019-2020	2020-2021	2021-2022	2022-2023	2021-2022 vs 2022-2023 Increase / (Decrease)
Operating Fund					
Local Required Effort	3.887	3.724	3.628	3.274	-0.354
Additional Voted Millage	1.000	1.000	1.000	1.000	0.000
Basic Discretionary	0.748	0.748	0.748	0.748	0.000
Critical Needs Operating	0.000	0.000	0.000	0.000	0.000
Debt Service Fund	0.000	0.000	0.000	0.000	0.000
Capital Outlay Fund	1.500	1.500	1.500	1.500	0.000
Total Millage	7.135	6.972	6.876	6.522	-0.354

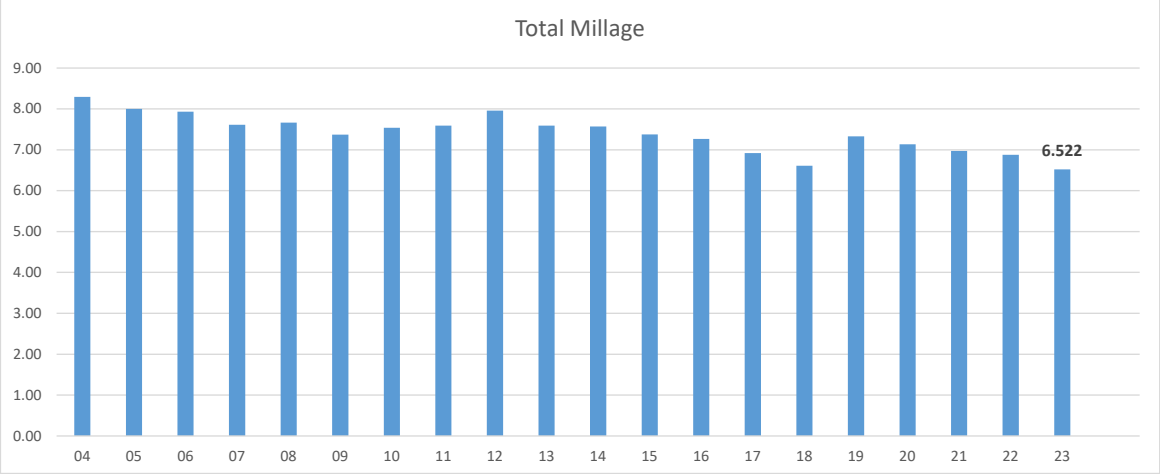
The proposed millage rate for 2022/2023 is 5.15% lower than the millage rate levied last year.
The decrease is attributable to Required Local Effort (RLE) which is mandated by statute.
The School Board must levy the RLE to receive state funding.

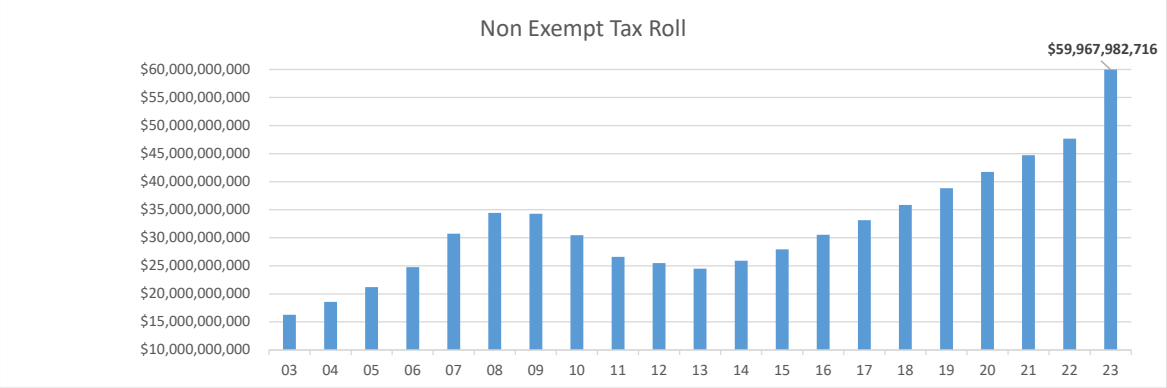




SCHOOL DISTRICT MILLAGE HISTORY
Manatee County, Florida
MILLAGE RATES

Fiscal Year	Required Local Effort	Discretionary	Voted	Debt Service	Capital Projects	Total	Non Exempt Tax Roll
2002	5.679	0.648	0.000	0.000	2.000	8.327	$ 14,359,917,021
2003	5.710	0.637	0.000	0.000	2.000	8.347	$ 16,271,403,564
2004	5.674	0.622	0.000	0.000	2.000	8.296	$ 18,574,279,816
2005	5.387	0.612	0.000	0.000	2.000	7.999	$ 21,188,932,148
2006	5.244	0.689	0.000	0.000	2.000	7.933	$ 24,759,022,291
2007	4.955	0.659	0.000	0.000	2.000	7.614	$ 30,735,678,005
2008	5.028	0.638	0.000	0.000	2.000	7.666	$ 34,453,085,874
2009	4.991	0.631	0.000	0.000	1.750	7.372	$ 34,271,840,794
2010	5.293	0.748	0.000	0.000	1.500	7.541	$ 30,470,070,375
2011	5.343	0.998	0.000	0.000	1.250	7.591	$ 26,599,241,677
2012	5.712	0.748	0.000	0.000	1.500	7.960	$ 25,476,256,567
2013	5.341	0.748	0.000	0.000	1.500	7.589	$ 24,498,183,527
2014	5.324	0.748	0.000	0.000	1.500	7.572	$ 25,892,289,751
2015	5.128	0.748	0.000	0.000	1.500	7.376	$ 27,937,345,188
2016	5.019	0.748	0.000	0.000	1.500	7.267	$ 30,521,065,411
2017	4.672	0.748	0.000	0.000	1.500	6.920	$ 33,138,246,683
2018	4.360	0.748	0.000	0.000	1.500	6.608	$ 35,849,173,561
2019	4.083	0.748	1.000	0.000	1.500	7.331	$ 38,843,116,995
2020	3.887	0.748	1.000	0.000	1.500	7.135	$ 41,780,543,525
2021	3.724	0.748	1.000	0.000	1.500	6.972	$ 44,398,287,814
2022	3.628	0.748	1.000	0.000	1.500	6.876	$ 47,666,050,988
2023	**3.274**	**0.748**	**1.000**	**0.000**	**1.500**	**6.522**	**$ 59,967,982,716**





GENERAL FUND

GENERAL OPERATING FUND OVERVIEW

The Manatee County School District's General Fund or Operating Fund is the largest fund in the District's budget.

The General Operating Fund is used to pay the salaries and benefits of employees such as classroom teachers, school principals, school secretaries, and school custodians. The funds also are used to buy supplies such as classroom books, library books, classroom supplies, cleaning supplies, and transportation costs. In addition, these monies provide for such expenses as the schools' utility and communications bills.

The General Fund is supported mainly through the Florida Education Finance Program (FEFP). The funding source for the FEFP comes from two primary sources, state sales tax and local millage. The local millage is, of course, the property taxes collected in Manatee County.
On the following pages, you will find documents discussing this year's general fund budget.

CALCULATION OF THE 2022-2023 FLORIDA EDUCATION FINANCE PROGRAM

In 1973, the Florida Legislature enacted the Florida Education Finance Program (FEFP), which offers as its purpose:

To guarantee to each student in the Florida public educational system the availability of programs and services appropriate to his (or her) educational needs which are substantially equal to those available to any similar student notwithstanding geographical differences and varying local economic factors.

The FEFP provides a formula that substantially determines the amount of money that will be available to the Manatee School District within its General Fund for the 2022-2023 fiscal year. The formula considers the varying local non-exempt assessed valuations for property taxing purposes, the costs of varying educational programs, the varying costs of providing education services within the vast geographic area of the state and the costs of education within a given school district. The actual formula and the FEFP calculations can be found at http://www.fldoe.org/finance/fl-edu-finance-program-fefp/fl-edu-finance-program-fefp-calculatio.stml

FLORIDA EDUCATION FINANCE PROGRAM

DEFINITIONS/TERMS

FLORIDA EDUCATION FINANCE PROGRAM (FEFP): The funding formula established by the Legislature in 1973 for funding public schools.

FULL TIME EQUIVALENT STUDENT (FTE): A definition utilized in the state funding formula for identifying the student count for each district for the program offered. Often referred to as unweighted FTE, it is student membership with the programs offered.

PROGRAM COST FACTORS: Program cost factors serve to assure that each program receives its equitable share of funds in relation to its relative cost per student. The cost factors help recognize the varying costs among programs based on a three-year average.

WEIGHTED FTE: This is derived by multiplying the unweighted FTE by the program cost factors.

BASE STUDENT ALLOCATION (BSA): This is set annually by the Legislature. This is the amount a full-time equivalent student (FTE) will generate in a program with a cost factor of 1.00. For 2022-2023, the BSA is $4,587.40.

DISTRICT COST DIFFERENTIAL (DCD): This is used to adjust funding to reflect the differing costs of living in the various districts within the state. The DCD is based on the average of each district's three most recent years of the Florida Price Level Index. For Manatee County, this figure for 2022-2023, is 0.9937.

BASE FUNDING: This is derived by the following formula: (Unweighted FTE x program costs factors x BSA x DCD)

SUPPLEMENTAL FUNDING: Additional funding with the formula allocated for a specific purpose.

Distributing Tax Dollars - 2022-2023 FL DOE FEFP First Calculation

Overview - The amount of Gross State and Local FEFP Dollars for each school district is determined in the following manner:

FTE Students 51,737	x	Program Cost Factors	=	Weighted FTE Students 56,121								
Weighted FTE Students 56,121	x	Base Student Allocation (BSA) $4,587.40	x	District Cost Differntial (DCD) 0.9937	=	Base Funding $255,826,131						
Base Funding $255,826,131	+	Department of Juvenile Justice (DJJ) $152,947	+	Declining Enrollment Supplement $0	+	Sparsity Supplement $0	+	State Funded Discretionary Contribution $0				
ESE Guaranteed Allocation $20,525,824	+	Supplemental Academic Instruction $12,746,432	+	Reading Instruction $2,861,824	+	Safe Schools $3,646,974	+	Mental Health Assistance $2,399,453				
Student Transportation $8,955,244	+	Instructional Materials $4,232,809	+	Teachers Lead Program $968,956	+	Turnaround Supplement $0	+	Compression Supplement $1,455,045				
Teacher Salary Increase Allocation $13,607,402	+	Proration to Appropriation -$576,756	+	Class Size Reduction $50,982,207	+	.748 Discretionary Local Effort $43,061,809	=	Gross State, Local and Federal FEFP Funding $420,846,301				

GENERAL FUND

	2020 - 2021 ACTUAL	2021 - 2022 BUDGET as of 5/31/22	2022 - 2023 TENTATIVE BUDGET	2021 - 2022 TO 2022 - 2023 CHANGE	PERCENT
REVENUES					
FEDERAL REVENUE					
Reserve Officer Training (JROTC)	704,314	649,841	673,800	23,959	3.69%
Misc. Federal Direct	46,198	46,894	4,395	(42,499)	-90.63%
Medicaid	1,666,885	1,031,335	1,300,000	268,665	26.05%
Federal thru Local	340,053	350,846	-	(350,846)	-100.00%
Other Federal Through State	3,000,000	677,814	-	(677,814)	-100.00%
TOTAL FEDERAL REVENUE	**5,757,450**	**2,756,729**	**1,978,195**	**(778,534)**	**-28.24%**
STATE SOURCES					
FEFP REVENUE					
FEFP State Payment	129,100,470	123,364,892	138,320,516	14,955,624	12.12%
Lottery Allocations, School Recognition	-	-	-	-	n/a
TOTAL FEFP REVENUE	**129,100,470**	**123,364,892**	**138,320,516**	**14,955,624**	**12.12%**
Work Force Development	9,465,433	9,465,433	9,687,398	221,965	2.35%
CO & DS Withheld - Admin Exp	28,071	28,000	28,000	-	0.00%
Workforce Education Performance	256,000	355,000	355,000	-	0.00%
State License Tax	347,499	340,481	340,481	-	0.00%
Voluntary Pre-K Program	1,891,057	1,522,658	1,400,000	(122,658)	-8.06%
Class Size Constitutional Amendment	54,355,701	49,960,527	50,982,207	1,021,680	2.04%
Misc & Other State Revenue	1,340,304	1,458,951	-	(1,458,951)	-100.00%
TOTAL STATE REVENUE	**67,684,066**	**63,131,050**	**62,793,086**	**(337,964)**	**-0.54%**
TOTAL FEFP AND STATE REVENUE	**196,784,536**	**186,495,942**	**201,113,602**	**14,617,660**	**7.84%**
LOCAL SOURCES					
District School Tax	234,434,449	245,462,135	289,112,841	43,650,706	17.78%
Lease Revenue	125,206	110,914	100,000	(10,914)	-9.84%
Interest on Investments	257,252	279,974	375,825	95,851	34.24%
Student and Adult a la Carte F	-	123,320		(123,320)	-100.00%
Catering/Specials	-	5,774		(5,774)	-100.00%
Vending Sales	-	181	-	(181)	-100.00%
Gifts, Grants & Bequests	150	1,100	-	(1,100)	-100.00%
Post Secondary Course Fees	2,293,960	3,732,634	3,066,324	(666,310)	-17.85%
Continuing Workforce Ed Fees	91,322	110,077	175,000	64,923	58.98%
Capital Improvement Fees	80,049	157,075	128,130	(28,945)	-18.43%
Other Schools, Class Fees	24,709	24,820	10,000	(14,820)	-59.71%
Other Student Fees, Financial Aid	508,571	776,595	662,401	(114,194)	-14.70%
School Age Child Care	4,894,282	6,315,040	6,200,000	(115,040)	-1.82%
Charges for Services	1,124	2,727	-	(2,727)	-100.00%
Bus Fees	-	37,813	38,600	787	2.08%
Activity Bus Fees	-	76,671	65,900	(10,771)	-14.05%
Sale of Assets	248,178	128,000	100,000	(28,000)	-21.88%
Federal Indirect Cost	1,758,097	3,441,996	2,000,000	(1,441,996)	-41.89%
Other Local Sources	1,616,427	2,485,913	1,981,167	(504,746)	-20.30%
Refunds of prior Year Expenses	(88,955)	(290,643)	-	290,643	-100.00%
Lost, Damaged, Sold Textbooks	15,421	9,674	-	(9,674)	-100.00%
Food Service and Other Indirect Costs	1,670,914	1,630,000	1,600,000	(30,000)	-1.84%
TOTAL LOCAL REVENUE	**247,931,156**	**264,621,789**	**305,616,188**	**40,994,399**	**15.49%**
TOTAL REVENUES	**450,473,142**	**453,874,461**	**508,707,985**	**54,833,524**	**12.08%**

GENERAL FUND

	2020 - 2021 ACTUAL	2021 - 2022 BUDGET as of 5/31/22	2022 - 2023 TENTATIVE BUDGET	2021 - 2022 TO 2022 - 2023 CHANGE	PERCENT
EXPENDITURES, APPROPRIATIONS					
Instructional Services	304,754,312	318,692,111	373,632,611	54,940,500	17.24%
Pupil Personnel Services	18,015,977	15,646,808	13,557,226	(2,089,582)	-13.35%
Instructional Media Services	4,705,713	4,980,820	4,722,852	(257,968)	-5.18%
Instr., Curr. Development Services	7,004,942	7,545,548	7,149,699	(395,849)	-5.25%
Instructional Staff Training Services	2,015,570	1,395,051	801,752	(593,298)	-42.53%
Instructional Technology	119,382	121,783	-	(121,783)	-100.00%
Board of Education	1,501,137	1,743,768	1,366,014	(377,755)	-21.66%
General Administration	2,320,133	2,760,090	2,871,543	111,453	4.04%
School Administration	31,093,109	32,749,878	34,432,814	1,682,935	5.14%
Facilities Acquisition & Construction	5,215,725	12,028,894	5,416,938	(6,611,956)	-54.97%
Fiscal Services	2,891,527	3,033,342	3,415,542	382,200	12.60%
Adult Breakfast/Lunch		194,385	-	(194,385)	-100.00%
Central Services	10,207,820	12,121,065	12,431,218	310,153	2.56%
Pupil Transportation Services	14,505,678	16,588,310	17,993,970	1,405,660	8.47%
Operation of Plant	35,383,253	37,798,874	41,781,882	3,983,008	10.54%
Maintenance of Plant	9,623,207	9,425,951	9,383,350	(42,601)	-0.45%
Administrative Technology Services	7,444,604	7,546,395	7,928,705	382,310	5.07%
Community Services	4,634,328	5,936,275	4,920,712	(1,015,563)	-17.11%
Debt Service	110,842	70,800	65,500	(5,300)	-7.49%
TOTAL EXPENDITURES, APPROPRIATIONS	461,547,258	490,380,150	541,872,328	51,492,179	10.50%
TRANSFERS OUT					
To Internal Accounts	168,460	-	-	-	n/a
TOTAL TRANSFERS OUT	168,460	-	-	-	n/a
TRANSFERS IN, OTHER FINANCING SOURCES					
From Capital Fund	21,811,513	16,314,424	19,693,816	3,379,392	20.71%
From Special Revenue Fund	-	10,392,095	-	(10,392,095)	-100.00%
TOTAL TRANSFERS IN, OTHER FINANCING SOURCES	21,811,513	26,706,519	19,693,816	(7,012,703)	-26.26%
BEGINNING FUND BALANCE					
GASB 84 Adjustment	2,672,531	-	-	-	n/a
Nonspendable Fund Balance	589,122	865,222	865,222	-	0.00%
Restricted Fund Balance	11,876,455	12,717,762	6,130,570	(6,587,192)	-51.80%
Assigned Fund Balance	5,877,706	4,917,554	6,898,434	1,980,881	40.28%
Unassigned Fund Balance	10,675,436	23,759,648	31,810,914	8,051,266	33.89%
TOTAL BEGINNING FUND BALANCE	31,691,250	42,260,186	45,705,140	3,444,955	8.15%
ENDING FUND BALANCE					
Nonspendable Fund Balance	865,222	865,222	865,222	-	0.00%
Restricted Fund Balance	12,717,762	-	-	-	n/a
Assigned Fund Balance	4,917,554	-	-	-	n/a
Unassigned Fund Balance	23,759,648	31,595,794	31,369,391	(226,403)	-0.72%
TOTAL ENDING FUND BALANCE	42,260,186	32,461,016	32,234,613	(226,403)	-0.70%

CAPITAL FUND

CAPITAL FUND

The District Capital Fund contains revenue from both sales tax and local property tax millage of 1.5 mils.

The funds are primarily used to construct, repair, equip and maintain the District's schools and offices. On the following pages is a discussion of both revenue and expense of this fund.

CAPITAL PROJECTS FUND

	2020-2021 Actual	2021-2022 Current Budget 05/31/2022	2022-2023 Tentative Budget	2021-2022 to 2022-2023 CHANGE	2021-2022 to 2022-2023 PERCENT
ESTIMATED REVENUE					
STATE SOURCES					
CO & DS Distributed	1,356,739	1,293,177	1,293,177	-	0.00%
Interest-Undistrib CO & DS	31,070	54,155	54,155	-	0.00%
Public Education Capital Outlay-PECO Construction	-	2,000,000	1,880,296	(119,704)	-5.99%
Charter School Capital Outlay-PECO	3,427,353	3,868,382	3,868,382	-	0.00%
Other Miscellaneous State Revenue	542,943	1,443,125	1,310,226	(132,899)	-9.21%
TOTAL STATE REVENUE	5,358,105	8,658,839	8,406,236	(252,603)	-2.92%
LOCAL SOURCES					
District Local Capital Improvement	64,261,360	68,488,318	86,353,895	17,865,577	26.09%
Local Sales Tax	36,684,612	42,651,997	44,358,077	1,706,080	4.00%
Interest	38,642	193,500	20,000	(173,500)	-89.66%
Other Misc. Local Sources	346,447	79,876	79,875	(1)	0.00%
Impact Fees	29,073,369	30,189,836	30,189,836	-	0.00%
TOTAL LOCAL REVENUE	130,404,430	141,603,527	161,001,683	19,398,156	13.70%
TOTAL ESTIMATED REVENUE	135,762,535	150,262,366	169,407,919	19,145,553	12.74%
NON-REVENUE SOURCES					
Capital Lease	4,583,664	1,100,565	-	(1,100,565)	-100.00%
Certificates of Participation	-	-	100,000,000	100,000,000	0.00%
TOTAL NON-REVENUE SOURCES	4,583,664	1,100,565	100,000,000	98,899,435	8986.24%
APPROPRIATIONS/EXPENSES					
New Construction	13,119,241	52,405,069	218,714,936	166,309,867	317.35%
Furniture, Fixtures & Equipment	14,544,537	15,832,416	9,870,222	(5,962,194)	-37.66%
School Buses	2,198,467	1,636,751	2,996,676	1,359,925	83.09%
Motor Vehicles	230,406	850,600	992,009	141,409	16.62%
Land	61,481	150,000	1,850,000	1,700,000	1133.33%
Improvement Other than Bldgs	2,890,697	7,748,040	5,489,324	(2,258,716)	-29.15%
Remodeling & Renovation/Other	33,358,052	45,458,982	66,219,689	20,760,707	45.67%
Computer Software	2,615,079	2,836,663	3,480,382	643,719	22.69%
Charter School Capital Outlay-Sales Tax	2,026,902	2,780,112	4,525,617	1,745,505	62.79%
Debt Service:					
Principal & Interest on Capital Lease	1,749,595	2,019,782	1,631,170	(388,612)	-19.24%
Dues & Fees	6,411	250	-	(250)	-100.00%
TOTAL APPROPRIATIONS/EXPENSES	72,800,866	131,718,665	315,770,025	184,051,360	139.73%
OUTGOING TRANSFERS					
To Debt Service	29,686,033	25,870,439	28,543,360	2,672,921	10.33%
To General Fund	21,811,513	16,314,424	19,693,816	3,379,392	20.71%
TOTAL OUTGOING TRANSFERS	51,497,546	42,184,863	48,237,176	6,052,313	14.35%
BEGINNING FUND BALANCE					
Beginning Balance	77,873,695	93,921,482	123,885,420	29,963,938	31.90%
TOTAL BEGINNING FUND BALANCE	**77,873,695**	**93,921,482**	**123,885,420**	**29,963,938**	**31.90%**
ENDING FUND BALANCE	**93,921,482**	**71,380,885**	**29,286,138**	**(42,094,747)**	**-58.97%**

CAPITAL OUTLAY
SUMMARY BUDGET
FY 2022-2023
CAPITAL PROJECTS FUND

ESTIMATED REVENUE		
CO & DS Distributed	$	1,347,332
Charter School Cap Outlay PECO		3,868,382
Public Education Capital Outlay-Construction		1,880,296
Other Misc. State Revenue		1,310,226
District Local Capital Improvement		86,353,895
Interest on Investments		20,000
Local Sales Tax		44,358,077
Impact Fees		30,189,836
Other Misc. Local Sources		79,875
TOTAL REVENUES	$	169,407,919
NON_REVENUE SOURCES		
Certificates of Participation		100,000,000
TOTAL NON_REVENUE SOURCES	$	100,000,000
ESTIMATED APPROPRIATIONS		
New Construction	$	218,714,936
Land Acquisition		1,850,000
School Buses		2,996,676
HVAC System Repair/Replacement		8,602,394
Roof Repair/Replacement		18,375,548
Building Maintenance, Repair and Improvement		39,241,746
Improvements Other than Buildings		5,489,324
Technology and Equipment		14,342,613
Charter School Capital Outlay - Sales Tax		4,525,617
Capital Lease Principal & Interest		1,631,170
TOTAL APPROPRIATIONS	$	315,770,025
OUTGOING TRANSFERS		
Charter School Capital Outlay		3,868,382
Debt Service		28,543,360
General Fund (Maintenance, Property Ins., Project Management, FF&E)		15,825,434
TOTAL OUTGOING TRANSFERS	$	48,237,176
BEGINNING FUND BALANCE 6-30-2022	$	123,885,420
RESERVE FOR CAPITAL PROJECTS	$	29,286,138

DEBT SERVICE FUND

DEBT SERVICE BUDGET

OVERVIEW FY 2022-23

Debt Service Funds are used to repay long-term debt of the school district. Currently, this debt includes Certificates of Participation, a Qualified School Construction Bond, and a Sales Tax Revenue Bond retired through a transfer of funds from the 1.5 mill Capital Outlay Levy and Sales Surtax.

DEBT SERVICE FUND

	2020-2021 Actual	2021-2022 Current Budget 05/31/2022	2022-2023 Tentative Budget	2021 - 2022 TO 2022- 2023 CHANGE	PERCENT
ESTIMATED REVENUE					
FEDERAL SOURCES					
Misc Federal Direct	953,151	948,620	1,005,960	57,340	6.04%
TOTAL FEDERAL SOURCES	953,151	948,620	1,005,960	57,340	6.04%
STATE SOURCES					
CO&DS Withheld for SBOE Bonds	486,602	481,790	415,740	(66,050)	-13.71%
SBE Bond Interest	33	-	-	-	-
TOTAL STATE SOURCES	486,635	481,790	415,740	(66,050)	-13.71%
LOCAL SOURCES					
Interest on Investments	418,826	469,623	220,000	(249,623)	-53.15%
TOTAL LOCAL RESOURCES	418,826	469,623	220,000	(249,623)	-53.15%
TOTAL ESTIMATED REVENUE	**1,858,612**	**1,900,033**	**1,641,700**	**(258,333)**	**-13.60%**
INCOMING TRANSFERS					
From Capital Projects	29,686,033	25,870,439	28,543,360	2,672,921	10.33%
TOTAL INCOMING TRANSFERS	29,686,033	25,870,439	28,543,360	2,672,921	10.33%
APPROPRIATIONS/EXPENSES					
DEBT SERVICE					
Redemption of Principal	19,763,000	18,724,658	18,037,244	(687,414)	-3.67%
Interest	10,652,381	9,877,217	11,909,515	2,032,298	20.58%
Dues and Fees	26,865	16,303	18,301	1,998	12.26%
TOTAL APPROPRIATIONS/EXPENSES	**30,442,246**	**28,618,178**	**29,965,060**	**1,346,882**	**4.71%**
BEGINNING FUND BALANCE PER ACFR	**11,100,580**	**12,202,979**	**11,891,064**	**(311,915)**	**-2.56%**
Ending Fund Balance Restricted for Debt Service	**12,202,979**	**11,355,273**	**12,111,064**	**755,791**	**6.66%**

SPECIAL REVENUE FUND – FOOD SERVICE

Food & Nutrition Service

Budget Overview FY 2022-2023

The District Food and Nutrition Services Department Fund is a self-sustaining fund. Revenue comes from state and federal reimbursement, payments received from students and adults, commodities and district contract and catering. The Department participates in the U.S. Department of Agriculture School Breakfast, National School Lunch, After School Snack, After School Supper, Fresh Fruit Vegetable and Commodity Distribution Programs. The USDA Community Eligibility Program is in place allowing all students at Title I schools to receive a free breakfast and free lunch. In addition, free breakfast is offered at all district schools. Revenue received is used to pay all expenses attributed to the operation of district Food and Nutrition Service Program.

FOOD SERVICE FUNDS

	2020 - 2021 ACTUAL	2021 - 2022 Current Budget 05/31/2022	2022 - 2023 Tentative Budget	2021 - 2022 TO 2022 - 2023 CHANGE	PERCENT
ESTIMATED REVENUE					
FEDERAL THRU STATE					
Fresh Fruit & Vegetables	450,296	675,079	-	(675,079)	-100.00%
School Lunch Reimbursement	15,799,630	19,822,952	15,177,000	(4,645,952)	-23.44%
School Breakfast Reimbursement	4,898,647	5,902,048	5,469,000	(433,048)	-7.34%
After School Snack Reimbursement	5,230	365,000	400,000	35,000	9.59%
School Supper Reimbursement	1,534,778	425,000	420,000	(5,000)	-1.18%
USDA Donated Foods	1,532,324	1,720,000	2,150,000	430,000	25.00%
Cash in Lieu of Donated	106,061	30,000	35,000	5,000	16.67%
Summer Food Service Program	2,842,887	725,000	625,000	(100,000)	-13.79%
Miscellaneous Federal Through	880,390	-	-	-	n/a
TOTAL FEDERAL THRU STATE REVENUE	28,050,243	29,665,079	24,276,000	(5,389,079)	-18.17%
STATE SOURCES					
Breakfast Supplement	145,193	136,000	140,000	4,000	2.94%
Lunch Supplement	157,194	168,000	170,000	2,000	1.19%
TOTAL STATE SOURCES	302,387	304,000	310,000	6,000	1.97%
LOCAL SOURCES					
Lease Revenue	2,400	-		-	n/a
Interest on Investments	6,322	10,000	10,000	-	0.00%
Student Lunch Sales	161,548		3,964,000	3,964,000	n/a
Adult Breakfast/Lunch	115,683	194,000	175,000	(19,000)	-9.79%
Student/Adult Ala Carte	1,214,078	2,000,000	1,900,000	(100,000)	-5.00%
Catering/Special	21,385	48,000	48,000	-	0.00%
Other Food Sales	-			-	n/a
Cash Short and Over	1,821			-	n/a
Other Misc. Local Sources	84,819	123,500	75,000	(48,500)	-39.27%
Refunds of Prior Year Expend	(12,242)			-	n/a
TOTAL LOCAL SOURCES	1,595,815	2,375,500	6,172,000	3,796,500	159.82%
TOTAL ESTIMATED REVENUE	**29,948,445**	**32,344,579**	**30,758,000**	**(1,586,579)**	-4.91%
APPROPRIATIONS/EXPENSES					
Personnel Cost	9,534,930	10,110,067	9,723,929	(386,137)	-3.82%
Food Cost	12,075,800	16,378,501	16,635,947	257,446	1.57%
Operational Cost	3,979,882	5,084,383	4,916,441	(167,941)	-3.30%
Capital Outlay	542,905	1,081,836	455,000	(626,836)	-57.94%
TOTAL APPROPRIATIONS/EXPENSES	**26,133,517**	**32,654,786**	**31,731,318**	**(923,468)**	-2.83%
TOTAL BEGINNING BALANCE	**3,098,520**	**6,913,448**	**9,540,364**	**2,626,916**	**38.00%**
ENDING FUND BALANCE	**6,913,448**	**6,603,241**	**8,567,046**	**1,963,805**	**29.74%**

SPECIAL REVENUE FUND – FEDERAL PROJECTS

Manatee County School District Federal Programs List

Title I

Part A, BASIC - Improving the Academic Achievement of the Disadvantaged:

The grant provides financial assistance to schools with high numbers or high percentages of children from low-income families to help ensure that all children meet challenging state academic standards.

Part C, Migrant Education Program:

The purpose of this grant is to:

1. Support high-quality and comprehensive educational programs for migratory children to help reduce the educational disruptions and other problems that result from repeated moves;
2. Ensure that migratory children who move among the States are not penalized in any manner by disparities among the States in curriculum, graduation requirements, and State academic content and student academic achievement standards;
3. Ensure that migratory children are provided with appropriate educational services (including supportive services) that address their special needs in a coordinated and efficient manner;
4. Ensure that migratory children receive full and appropriate opportunities to meet the same challenging State academic content and student academic achievement standards that all children are expected to meet;
5. Design programs to help migratory children overcome educational disruption, cultural and language barriers, social isolation, various health-related problems, and other factors that inhibit the ability of such children to do well in school, and to prepare such children to make a successful transition to postsecondary education or employment; and
6. Ensure that migratory children benefit from State and local systemic reforms.

Part D, Local Delinquent Program:

The Title I, Part D Grant is designed to provide services for students identified as neglected or delinquent within Manatee County. Services will be provided in an effort to educate, remediate, and track students between educational sites within the district, as well as the state.

Title II *Part A, Teacher and Principal Training:*

The grant is to provide teacher and principal training, especially to meet the federal guidelines established for Highly Qualified teachers. Th

Title III *Language Instruction for Limited English Proficient and Immigrant Students:*

The purpose of this grant is to ensure that English language learners (ELLs) obtain:

1. English language supplement support for English language
2. Enhanced instruction for new arrival immigrant children

Title IV *Part A, Student Support and Academic Enrichment (SSAE):*

The Title IV, Part A grant is to improve student academic achievement by increasing the capacity of school districts in the following areas:

1. Providing all students with access to a well-rounded education,
2. Improving school conditions for student learning to support safe and healthy students, and
3. Improving the use of technology in order to advance digital literacy of all students.

Part B, 21st Century Community Learning Centers (ESSA):

The Title IV, Part B grant is to provide before and after school programs, particularly for students in low-performing schools, that provide enrichment activities to help children meet the challenging state academic standards.

Title IX *Part A, Education of Homeless Children and Youth Project:*

The McKinney-Vento Education for Homeless Children and Youth Program is designed to address the problems that homeless children and youth have faced in enrolling, attending, and succeeding in school.

CARES Act *The Coronavirus Aid, Relief, and Economic Security (CARES) Act*:

The CARES Act Funds are comprised of three primary emergency relief funds: The Governor's Emergency Education Relief (GEER), the Elementary and Secondary School Emergency Relief (ESSER) and the Higher Education Emergency Relief (HEERF) funds. These funds were designed to address the impact that COVID-19 has had and continues to have on elementary, secondary and postsecondary schools. These grants provided the district with additional funding for COVID-19 related expenses, technology for students that aids in regular and substantive educational interaction between students and their classroom instructors, technology for distant learners, counselors district-wide, postsecondary training for essential workforce skills, and financial aid for postsecondary students.

IDEA *Part B, Individuals with Disabilities Education Improvement Act:*

To provide full educational opportunities to all children with disabilities by funding activities that increase the level, intensity, and quality of services provided to individual children.

Part B, Pre-School Handicapped Act:

To provide full educational opportunities to all children with disabilities, ages 3 to 5, by funding activities that increase the level, intensity, and quality of services provided to individual children.

Perkins V *Strengthening Career & Technical Education for the 21st Century Act:*

The programs provide students with opportunities to develop occupational interests and acquire skills throughout their secondary and postsecondary educational experiences that will lead to gainful employment.

SIG4 *School Improvement Grant Cohort 4:*

The goal for this grant is to engage stakeholders at GD Rogers Garden-Bullock Elementary, Manatee Elementary, and WD Sugg Middle in a review of current curriculum and instruction, institute necessary instructional changes, and build cultural awareness of the needs of high-poverty students with support from an outside vendor with a proven record of improving student performance in high-poverty schools. Working closely with district leadership, strategic systems will be identified and implemented to support necessary changes and to build district capacity to sustain and expand these systems to similar schools in the district.

UniSIG *Unified School Improvement Grant, Title I, Part A:*

Funds from the Unified School Improvement Grant (UniSIG) are awarded on a per pupil basis in accordance with section 1003 of Title I of the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act (ESSA). These funds are used to serve students attending Title I schools identified for targeted (i.e., school grade of "D") or comprehensive (i.e., school grade of "F" or two consecutive grades of "D") support and improvement based on the most recent school grades release.

SPECIAL REVENUE FUNDS - GRANTS

	2020 - 2021 ACTUAL	2021 - 2022 Current Budget 05/31/2022	2022 - 2023 TENTATIVE BUDGET	2021 - 2022 TO 2022 - 2023 CHANGE	PERCENT
REVENUES					
FEDERAL REVENUE					
Other Federal Direct	1,823,604	2,699,175	-	(2,699,175)	-100.00%
Vocational Education Acts	671,613	960,634	-	(960,634)	-100.00%
I.D.E.A.	11,045,579	15,831,759	12,205,278	(3,626,481)	-22.91%
Elem & Sec Education, Title I	15,531,440	18,538,910	12,986,966	(5,551,944)	-29.95%
Teacher, Princ, Train and Recruit Title II	1,657,979	1,948,171	-	(1,948,171)	-100.00%
Adult General Education	523,507	580,828	-	(580,828)	-100.00%
Farmworkers	305,709	311,910	-	(311,910)	-100.00%
Other Federal thru State	13,209,682	136,392,469	-	(136,392,469)	-100.00%
Other Miscellaneous State Revenue	-			-	n/a
TOTAL FEDERAL REVENUE	44,769,113	177,263,856	25,192,244	(152,071,612)	-85.79%
				-	n/a
TOTAL ESTIMATED REVENUE	**44,769,113**	**177,263,856**	**25,192,244**	**(152,071,612)**	**-85.79%**
				-	
EXPENDITURES/APPROPRIATIONS				-	
Instructional Services	23,216,513	88,734,209	18,463,615	(70,270,594)	-79.19%
Pupil Personnel Services	7,816,416	33,754,140	759,769	(32,994,371)	-97.75%
Instructional Media Services	29,360	40,962	-	-	0.00%
Instr./Curr. Development Services	5,949,187	9,965,405	1,679,148	(8,286,257)	-83.15%
Instruct. Staff Training Services	4,805,430	10,681,036	3,703,404	(6,977,632)	-65.33%
Instruction-Related Technology	68,728	91,310	1,577	(89,733)	-98.27%
Board	-	1,076	-	(1,076)	-100.00%
General Administration	1,749,958	8,191,447	544,154	(7,647,293)	-93.36%
School Administration	71,842	391,730	-	(391,730)	-100.00%
Facilities Acquisition & Construction	-	10,765	-	(10,765)	-100.00%
Fiscal Services	61,634	727,581	-	(727,581)	-100.00%
Food Service	-	280,890	-	(280,890)	-100.00%
Central Services	3,548	148,981	-	(148,981)	-100.00%
Pupil Transportation Services	316,494	2,832,879	40,577	(2,792,302)	-98.57%
Operation of Plant	669,301	3,144,808	-	(3,144,808)	-100.00%
Maintenance of Plant	-	55,387	-	(55,387)	-100.00%
Admin. Technology Services	10,702	2,246,128	-	(2,246,128)	-100.00%
Community Services	-	73,027	-	(73,027)	-100.00%
SUB-TOTAL	44,769,113	161,371,761	25,192,244	(136,179,517)	-84.39%
OUTGOING TRANSFERS					
To General Fund	-	15,892,095	-	-	0.00%
TOTAL OUTGOING TRANSFERS	-	15,892,095	-	-	-
TOTAL EXPENDITURES/APPROPRIATIONS	**44,769,113**	**177,263,856**	**25,192,244**	**(152,071,612)**	**-85.79%**

INTERNAL SERVICE FUND

INTERNAL SERVICE FUND BUDGET

OVERVIEW FY 2022-23

Internal Service Funds are used to account for Self-Insurance Programs. Currently, this fund contains our Medical Insurance Program as well as our Worker's Compensation Program.
The Medical Program includes our employee health insurance. This program is sustained by employee, retiree and employer contributions.
The Worker's Compensation Program is sustained by employer contributions and provides funding for our Worker's Compensation expenses.

INTERNAL SERVICE FUND - HEALTH

	2020 - 2021 ACTUAL	2021 - 2022 Current Budget 05/31/2022	2022 - 2023 Tentative Budget	2021 - 2022 TO CHANGE	2022 - 2023 PERCENT
REVENUES					
LOCAL SOURCES					
Gifts, Grants & Bequests	-	-	-	-	
Premium Income	51,132,816	53,293,665	47,461,000	(5,832,665)	-10.94%
Misc. Local Sources	200,007	-	-	-	n/a
TOTAL LOCAL REVENUE	51,332,823	53,293,665	47,461,000	(5,832,665)	-10.94%
TOTAL ESTIMATED REVENUE	51,332,823	53,293,665	47,461,000	(5,832,665)	-10.94%
EXPENDITURES/APPROPRIATIONS					
Plan Administration	3,782,440	4,862,769	4,894,278	31,509	0.65%
Claims Expenses	50,486,298	54,242,629	47,300,000	(6,942,629)	-12.80%
TOTAL EXPENDITURES/APPROPRIATIONS	54,268,739	59,105,398	52,194,278	(6,911,120)	-11.69%
BEGINNING FUND BALANCE	**14,614,914**	**11,678,999**	**9,319,987**	**(2,359,012)**	**-20%**
ENDING FUND BALANCE	**11,678,999**	**5,867,267**	**4,586,709**	**(1,280,557)**	**-21.83%**

INTERNAL SERVICE FUND - WORKERS COMPENSATION

	2020 - 2021 ACTUAL	2021 - 2022 Current Budget 05/31/2022	2022 - 2023 Tentative Budget	2021 - 2022 TO CHANGE	2022 - 2023 PERCENT
REVENUES					
LOCAL SOURCES					
Premium Income	951,981	2,680,394	2,570,000	(110,394)	-4.12%
TOTAL LOCAL REVENUE	951,981	2,680,394	2,570,000	(110,394)	-4.12%
TOTAL ESTIMATED REVENUE	951,981	2,680,394	2,570,000	(110,394)	-4.12%
EXPENDITURES/APPROPRIATIONS					
Plan Administration	614,408	642,193	619,136	(23,057)	-3.59%
Claims Expenses	2,046,966	2,053,100	2,345,000	291,900	14.22%
TOTAL EXPENDITURES/APPROPRIATIONS	2,661,374	2,695,293	2,964,136	268,843	9.97%
TOTAL BEGINNING FUND BALANCE	**3,731,541**	**2,022,148**	**2,205,517**	183,369	9.07%
ENDING FUND BALANCE	**2,022,148**	**2,007,249**	**1,811,381**	**(195,868)**	**-9.76%**

TRUST AND AGENCY FUNDS

	2020 - 2021 ACTUAL	2021 - 2022 Current Budget 05/31/2022	2022 - 2023 Tentative Budget	2021 - 2022 TO 2022 - 2023 CHANGE	PERCENT
REVENUES					
ESTIMATED REVENUE					
Miscellaneus Federal Direct	217,322	221,425	215,000	(6,425)	-3%
Gift, Grants and Benefits	30,145	2,661	-	(2,661)	-100%
Financial Aid Fees-FEFP Course	160,098	297,138	256,259	(40,879)	-14%
Other Misc Local Sources	171,454	207,237	150,000	(57,237)	-28%
TOTAL ESTIMATED REVENUE	579,019	728,461	621,259	(107,202)	-15%
EXPENDITURES/APPROPRIATIONS					
Instructional Services	556,809	712,034	1,412,757	700,723	98%
Pupil Personnel Services	9,208	42,010	36,731	(5,279)	-13%
General Administration	-	50	50	-	0%
Central Services	4,195	16,234	12,804	(3,430)	-21%
Administrative Technology	62,000	-	-	-	n/a
TOTAL EXPENDITURES/APPROPRIATIONS	632,212	770,329	1,462,342	692,013	90%
BEGINNING FUND BALANCE	**653,947**	**600,754**	**856,133**	**255,379**	**43%**
ENDING FUND BALANCE	**600,754**	**558,886**	**15,050**	**(543,836)**	**-97%**

TRIM ADVERTISEMENT

BUDGET SUMMARY

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA ARE 10.5 PERCENT MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES

FISCAL YEAR 2022-2023

PROPOSED MILLAGE LEVIES (SUBJECT TO 10-MILL CAP):				**PROPOSED MILLAGE LEVIES**	
Required Local Effort (Including Prior Period Funding)	3.2740	Discretionary Critical Needs	0.0000	**NOT SUBJECT TO 10-MILL CAP**	
Adjustment Millage		(Operating or Capital)		Operating or Capital Not to	0.0000
Local Capital Improvement (Capital Outlay)	1.5000	Additional Millage Not to Exceed 4 years	1.0000	Exceed 2 Years	
Discretionary Operating	0.7480	(Operating)		Debt Service	0.0000
				Total Millage	**6.5220**

ESTIMATED REVENUES:	GENERAL FUND	SPECIAL REVENUE	INTERNAL SERVICE FUNDS	TRUST AND AGENCY FUND	DEBT SERVICE	CAPITAL PROJECTS	TOTAL ALL FUNDS
Federal sources	1,978,195	49,468,244	-		1,005,960	-	**52,452,399**
State sources	201,113,602	310,000	-		415,740	8,406,236	**210,245,578**
Local sources	305,616,188	6,172,000	50,031,000	621,259	220,000	161,001,683	**523,662,130**
TOTAL SOURCES	**508,707,985**	**55,950,244**	**50,031,000**	**621,259**	**1,641,700**	**169,407,919**	**786,360,107**
Transfers In	19,693,816	0			28,543,360		**48,237,176**
Nonrevenue Sources		0				100,000,000	**100,000,000**
Fund Balances/Reserves/Net Assets	45,705,140	9,540,364	11,525,504	856,133	11,891,064	123,885,420	**203,403,625**
TOTAL REVENUES, TRANSFERS & BALANCES	**574,106,941**	**65,490,608**	**61,556,504**	**1,477,392**	**42,076,124**	**393,293,339**	**1,138,000,908**
EXPENDITURES							
Instruction	373,632,611	18,463,615		1,412,757			**393,508,982**
Pupil Personnel Services	13,557,226	759,769		36,731			**14,353,726**
Instructional Media Services	4,722,852	0					**4,722,852**
Instructional and Curriculum Development Services	7,149,699	1,679,148					**8,828,847**
Instructional Staff Training Services	801,752	3,703,404					**4,505,156**
Instructional Technology	0	1,577					**1,577**
Board of Education	1,366,014	0					**1,366,014**
General Administration	2,871,543	544,154		50			**3,415,747**
School Administration	34,432,814	0					**34,432,814**
Facilities Acquisition and Construction	5,416,938	0				315,770,025	**321,186,963**
Fiscal Services	3,415,542	0					**3,415,542**
Food Services	0	31,731,318					**31,731,318**
Central Services	12,431,218	0	55,158,413	12,804			**67,602,436**
Pupil Transportation Services	17,993,970	40,577					**18,034,547**
Operation of Plant	41,781,882	0					**41,781,882**
Maintenance of Plant	9,383,350	0					**9,383,350**
Administrative Technology	7,928,705	0		-			**7,928,705**
Community Services	4,920,712	0					**4,920,712**
Debt Services	65,500	0			29,965,060		**30,030,560**
TOTAL EXPENDITURES	**541,872,328**	**56,923,562**	**55,158,413**	**1,462,342**	**29,965,060**	**315,770,025**	**1,001,151,731**
Transfers Out		0				48,237,176	**48,237,176**
Fund Balances/Reserves/Net Assets	32,234,613	8,567,046	6,398,090	15,050	12,111,064	29,286,138	**88,612,002**
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	**574,106,941**	**65,490,608**	**61,556,504**	**1,477,392**	**42,076,124**	**393,293,339**	**1,138,000,908**

NOTICE OF PROPOSED TAX INCREASE

The School District of Manatee County, Florida, will soon consider a measure to increase its property tax levy.

Last year's property tax levy

A.	Initially proposed tax levy	$ 327,031,722
B.	Less tax reductions due to Value Adjustment Board and other assessment changes.	$ (720,045)
C.	Actual property tax levy	$ 327,751,767

This year's proposed tax levy **$ 391,111,183**

A portion of the tax levy is required under state law in order for the school board to receive **$ 189,302,723** in state education grants. The required portion has **increased** by 9.60 percent, and represents approximately **five-tenths** of the total proposed taxes.

The remainder of the taxes is proposed solely at the discretion of the school board.

All concerned citizens are invited to a public hearing on the tax increase to be held on **July 26, 2022 at 5:05 p.m. in the Board Room of the School Administration Building located at 215 Manatee Avenue West, Bradenton, FL.**

A DECISION on the proposed tax increase and the budget will be made at this hearing.

NOTICE OF TAX FOR SCHOOL CAPITAL OUTLAY

The School District of Manatee County, Florida, will soon consider a measure to continue to impose a 1.5 mill property tax for the capital outlay projects listed herein.

This tax is in addition to the school board's proposed tax of 5.022 mills for operating expenses and is proposed solely at the discretion of the school board.

****THE PROPOSED COMBINED SCHOOL BOARD TAX INCREASE FOR BOTH OPERATING EXPENSES AND CAPITAL OUTLAY IS SHOWN IN THE ADJACENT NOTICE.**

The capital outlay tax will generate approximately $86,353,895 to be used for the following projects:

CONSTRUCTION AND REMODELING

ADA Compliance – All Schools | Construction and Remodeling – County wide | Facilities Project Management

MAINTENANCE, RENOVATION, AND REPAIR

Reimbursement of maintenance, renovation, and repairs paid through the General Fund as permitted by Florida Statute

Safety (SREF) Requirements
Security Systems Replacement
HVAC Systems /EMS Upgrades
Computer Networking Schools/Ancillary Facilities
Maintenance County Wide
Set-up/Breakdown/Relocation of Portable Building
Routine Maintenance of Facilities
Repair Existing Equipment
Electrical and Plumbing Fixtures
Fencing
Replace Carpet/Floor Tile
Intercom System
Interior/Exterior Painting
Landscaping/Site work/Drainage/Irrigation Systems/
Outdoor Lighting
Playground Equipment/Outdoor Athletic Facilities
Windows/Doors
Roofing or Roof Replacement
Floors
Parking Lot and Walkways
System Equipment (Current Code)
Classroom Remodeling/Renovations
Support Services Renovations
Interior Finishes
Sound System Replacement

MOTOR VEHICLE PURCHASES

Purchase of Four (4) school buses
Purchase, lease-purchase, or lease of motor vehicles used for the maintenance or operation of plants and equipment; Security vehicles; and vehicles used in storing or distributing materials and equipment.

NEW AND REPLACEMENT EQUIPMENT, COMPUTER AND DEVICE HARDWARE AND OPERATING SYSTEM SOFTWARE NECESSARY FOR GAINING ACCESS TO OR ENHANCING THE USE OF ELECTRONIC AND DIGITAL INSTRUCTIONAL CONTENT AND RESOURCES, AND ENTERPRISE RESOURCE SOFTWARE

Furniture and Equipment
New Library books
Lease-Purchase of Computer Hardware and Printers/Copiers
New Band Uniforms
Enterprise Technology and Software, acquired via license/maintenance fees or lease agreements

PAYMENTS FOR EDUCATIONAL FACILITIES AND SITES DUE UNDER A LEASE-PURCHASE AGREEMENT

Debt service payments on Certificates of Participation

PAYMENTS FOR RENTING AND LEASING EDUCATIONAL FACILITIES AND SITES

Lease of Portable Classrooms

PAYMENTS OF LOANS APPROVED PURSUANT TO SS 1011.14 AND 1011.15. F.S.

Section 1011 Loans

PAYMENT OF COSTS OF COMPLIANCE WITH ENVIRONMENTAL STATUTES, RULES AND REGULATIONS

Removal of Hazardous Waste | Wetlands Monitoring & Improvements | Environmental/Remediation

PAYMENT OF PREMIUMS FOR PROPERTY AND CASUALTY INSURANCE NECESSARY TO INSURE THE EDUCATIONAL AND ANCILLARY PLANTS OF THE SCHOOL DISTRICT

Insurance Premiums on District facilities.

All concerned citizens are invited to a public hearing to be held on July 26, 2022 at 5:05 p.m., in the Board Room of the School Administration Building located at 215 Manatee Avenue West, Bradenton, FL.
A DECISION on the proposed CAPITAL OUTLAY TAXES will be made at this hearing.

AGENDA ITEM NO. 7.6

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Adopting the 2022-2023 Tentative Millage Rate of 6.5220 - *updated July 21, 2022*

Executive Summary
As part of the annual budget process, the School Board adopts the tentative millage rate and holds a Public Hearing for consideration of adopting the tentative budget.

~~Accompanying meeting materials were not available at the time of publication of the agenda and may be supplemented if such materials become available in accordance with F.S. Section 120.525.~~

Resolution 2022-04 is attached for review.

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

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Recommendation
The Superintendent recommends approval of adopting the 2022-2023 tentative millage rate of 6.5220.

Contact
Submitting Department: Business Services
Initiated By: Tim Bargeron

Attachments:
Resolution 2022-04 - Tentative Millage Rate - added July 21, 2022

Resolution Adopting Tentative Millage Rates
Resolution Number 2022-04

WHEREAS, the School Board of Manatee County, Florida, did, pursuant to Chapters 200 and 1011, Florida Statutes, approve tentative millage rates for the fiscal year July 1, 2022 to June 30, 2023; and

WHEREAS, at the public hearing and in full compliance with Chapter 200, Florida Statutes, the Manatee County School Board adopted the tentative millage rates for fiscal year 2022-2023 in the amounts of:

	Tentative Millage Levy	Proposed Amount To Be Raised
Required Local Effort	3.2740	$188,481,768
Capital Outlay	1.5000	86,353,895
Discretionary Operating	.7480	43,061,809
Critical Capital Outlay	-0-	
Capital Operating	-0-	
Additional Voted Millage	1.0000	57,569,264
Debt	-0-	
TOTAL Tentative Millage	6.5220	$375,466,736

The total millage rate to be levied exceeds the roll-back rate by 15.20%

NOW THEREFORE, BE IT RESOLVED:

That the Manatee County School Board, adopted each tentative millage rate for the fiscal year July 1, 2022 to June 30, 2023, on July 26, 2022 by separate vote prior to adopting the budget.

_____

Rev. James Golden, Chair

AGENDA ITEM NO. 7.7

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Adopting the 2022-2023 Tentative Budget, in the Amount of $1,138,000,908 - *updated July 21, 2022*

Executive Summary
The tentative budget is presented in Public Hearing to the Board annually once the property appraiser certifies the taxable value within the jurisdiction of the school district. Manatee County's tax appraiser has certified the taxable value, which allows the district to move forward with the budget process.

~~Accompanying meeting materials were not available at the time of publication of the agenda and may be supplemented if such materials become available in accordance with F.S. Section 120.525~~.

Resolution 2022-05 is attached for review.

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

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Recommendation
The Superintendent recommends approval of adopting the 2022-2023 tentative budget, in the amount of $1,138,000,908.

Contact
Submitting Department: Business Services
Initiated By: Tim Bargeron

Attachments:
Tentative Budget Summary 2022-2023 - added July 21, 2022
Resolution 2022-05 for Tentative Budget - added July 21, 2022

BUDGET SUMMARY

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA ARE 10.5 PERCENT MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES

FISCAL YEAR 2022-2023

PROPOSED MILLAGE LEVIES (SUBJECT TO 10-MILL CAP):				**PROPOSED MILLAGE LEVIES**	
Required Local Effort (Including Prior Period Funding)	3.2740	Discretionary Critical Needs	0.0000	**NOT SUBJECT TO 10-MILL CAP**	
Adjustment Millage		(Operating or Capital)		Operating or Capital Not to	0.0000
Local Capital Improvement (Capital Outlay)	1.5000	Additional Millage Not to Exceed 4 years	1.0000	Exceed 2 Years	
Discretionary Operating	0.7480	(Operating)		Debt Service	0.0000
				Total Millage	**6.5220**

ESTIMATED REVENUES:	GENERAL FUND	SPECIAL REVENUE	INTERNAL SERVICE FUNDS	TRUST AND AGENCY FUND	DEBT SERVICE	CAPITAL PROJECTS	TOTAL ALL FUNDS
Federal sources	1,978,195	49,468,244	-		1,005,960	-	**52,452,399**
State sources	201,113,602	310,000	-		415,740	8,406,236	**210,245,578**
Local sources	305,616,188	6,172,000	50,031,000	621,259	220,000	161,001,683	**523,662,130**
TOTAL SOURCES	**508,707,985**	**55,950,244**	**50,031,000**	**621,259**	**1,641,700**	**169,407,919**	**786,360,107**
Transfers In	19,693,816	0			28,543,360		**48,237,176**
Nonrevenue Sources		0				100,000,000	**100,000,000**
Fund Balances/Reserves/Net Assets	45,705,140	9,540,364	11,525,504	856,133	11,891,064	123,885,420	**203,403,625**
TOTAL REVENUES, TRANSFERS & BALANCES	**574,106,941**	**65,490,608**	**61,556,504**	**1,477,392**	**42,076,124**	**393,293,339**	**1,138,000,908**
EXPENDITURES							
Instruction	373,632,611	18,463,615		1,412,757			**393,508,982**
Pupil Personnel Services	13,557,226	759,769		36,731			**14,353,726**
Instructional Media Services	4,722,852	0					**4,722,852**
Instructional and Curriculum Development Services	7,149,699	1,679,148					**8,828,847**
Instructional Staff Training Services	801,752	3,703,404					**4,505,156**
Instructional Technology	0	1,577					**1,577**
Board of Education	1,366,014	0					**1,366,014**
General Administration	2,871,543	544,154		50			**3,415,747**
School Administration	34,432,814	0					**34,432,814**
Facilities Acquisition and Construction	5,416,938	0				315,770,025	**321,186,963**
Fiscal Services	3,415,542	0					**3,415,542**
Food Services	0	31,731,318					**31,731,318**
Central Services	12,431,218	0	55,158,413	12,804			**67,602,436**
Pupil Transportation Services	17,993,970	40,577					**18,034,547**
Operation of Plant	41,781,882	0					**41,781,882**
Maintenance of Plant	9,383,350	0					**9,383,350**
Administrative Technology	7,928,705	0		-			**7,928,705**
Community Services	4,920,712	0					**4,920,712**
Debt Services	65,500	0			29,965,060		**30,030,560**
TOTAL EXPENDITURES	**541,872,328**	**56,923,562**	**55,158,413**	**1,462,342**	**29,965,060**	**315,770,025**	**1,001,151,731**
Transfers Out		0				48,237,176	**48,237,176**
Fund Balances/Reserves/Net Assets	32,234,613	8,567,046	6,398,090	15,050	12,111,064	29,286,138	**88,612,002**
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	**574,106,941**	**65,490,608**	**61,556,504**	**1,477,392**	**42,076,124**	**393,293,339**	**1,138,000,908**

Resolution Adopting Tentative Budget

Resolution Number 2022-05

A RESOLUTION OF THE MANATEE COUNTY SCHOOL BOARD ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2022-2023.

WHEREAS, the School Board of Manatee County, Florida, did, pursuant to Chapters 200 and 1011, Florida Statutes, approve tentative millage rates and tentative budget for the fiscal year July 1, 2022 to June 30, 2023; and

WHEREAS, the Manatee County School Board set forth the appropriations and revenue estimate for the Budget for fiscal year 2022-2023.

WHEREAS, at the public hearing and in full compliance with Chapter 200, Florida Statutes, the Manatee County School Board adopted the tentative millage rates and the budget in the amount of $1,138,000,908 for fiscal year 2022-2023.

NOW THEREFORE, BE IT RESOLVED:

That the attached budget of Manatee County School Board, including the millage rates as set forth therein, is hereby adopted by the School Board of Manatee County as a tentative budget for the categories indicated for the fiscal year July 1, 2022 to June 30, 2023.

_____

Rev. James Golden, Chair

AGENDA ITEM NO. 8.1

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing

Title
Approval of the Minutes of the June 23, 2022 Exempt Shade Meetings and Workshop and the June 28, 2022 Board Meeting

Executive Summary
Approval of the Minutes of the June 23, 2022 Exempt Shade Meetings and Workshop and the June 28, 2022 Board Meeting.

Contact
Submitting Department: School Board

Attachments:
2022-06-23 Workshop and Shade Meeting Minutes
2022-06-28 Board Meeting Minutes

Minutes

June 23, 2022

Exempt Shade Meetings and Workshop - 2:00 PM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

I) CALL TO ORDER

Attendee Name	Status
Charlie Kennedy, Board Member Cynthia Saunders, Superintendent Gina Messenger, Vice-Chair James Golden, Chair Mary Foreman, Board Member Stephen Dye, School Board Attorney Chad Choate, Board Member	Present
Mitchell Teitelbaum, General Counsel Doug Wagner, Deputy Superintendent of Operations Dan Evans, Deputy Superintendent of Instruction Tim Bargeron, Deputy Superintendent of Business Services	Absent

Minutes: Chair Golden called the Workshop to order at 2:02 PM.

II) EXEMPT SHADE MEETINGS

1. Exempt Shade Meeting

Minutes: Chair Golden closed the Workshop to the public at 2:04 PM to open the Shade Session and noted that the purpose of the meeting was for the Board to discuss safety and security. Pursuant to section 281.301, Florida Statutes, the Shade Session was closed to the public. Chair Golden asked everyone not included on the list to leave the Board Room and noted that all public address (P.A.) and recording devices were turned off.

School Board Members attending the Shade Session were James T. Golden, Chad Choate III, Charlie Kennedy, Gina Messenger, and Mary Foreman. Superintendent Cynthia Saunders; Mr. Stephen Dye, School Board Attorney; Mr. Paul Damico, Chief of Safety and Security; and Mr. Scott Hansen, Chief Technology Officer, were also in attendance.

Chair Golden closed the Shade Meeting and opened the Workshop to the public at approximately 2:54 PM.

2. Exempt Shade Meeting

Minutes: Chair Golden announced that the Board would commence with an exempt Shade Meeting for the purpose of providing guidance to Mr. Bill Kelley, Director of Risk Management, on evaluation of claims or offers of compromise of claims pursuant to F.S. 768.28(16)(c) and (d).

School Board Members attending the Shade Meeting were Rev. James T. Golden, Chad Choate III, Charlie Kennedy, Gina K. Messenger, and Mary Foreman. Superintendent Cynthia Saunders, Mr. Stephen Dye, School Board Attorney; Ms. Amanda Means, Agency Clerk; and Mr. Bill Kelley, Director of Risk Management were also in attendance.

Chair Golden announced that all public address (P.A.) and recording devices would be turned off and asked that anyone who was not listed to leave the Board Room. Chair Golden closed the meeting to the public at 2:58 PM and opened the exempt Shade Meeting.

Chair Golden closed the Shade Meeting and opened the Workshop to the public at 3:11 PM.

3. Exempt Shade Meeting

Minutes: Chair Golden closed the Workshop to the public at 3:14 PM to open the exempt Shade Meeting and noted that the purpose of the meeting was for the Board to discuss safety and security. Pursuant to section 281.301, Florida Statutes, the Shade Meeting was closed to the public. Chair Golden asked everyone not included on the list to leave the Board Room and noted that all public address (P.A.) and recording devices were turned off.

School Board Members attending the Shade Session were James T. Golden, Chad Choate III, Charlie Kennedy, Gina Messenger, and Mary Foreman. Superintendent Cynthia Saunders; Mr. Stephen Dye, School Board Attorney; Mr. Paul Damico, Chief of Safety and Security; and Mr. Scott Hansen, Chief Technology Officer, were also in attendance.

Chair Golden closed the Shade Meeting, opened the Workshop to the public, and announced a brief recess at approximately 4:03 PM. He reconvened the Workshop at 4:08 PM.

III) WORKSHOP

1. Internal Auditor Update

Minutes: Mr. Mark Smith and Mr. Byron Shinn, of Carr, Riggs & Ingram, updated the Board on the Position Control Report. Mr. Smith provided an overview of the report and discussed the position control function in PeopleSoft. The Report consisted of the following:

- Transmittal Letter
- Executive Summary
- Background
- Objective, Scope, and Methodology
- Testing and Results

Mr. Smith noted the exceptions and offered recommendations.

The Board Members asked questions.

Following a question from Vice-Chair Messenger, Superintendent Saunders provided information and noted that the ticket submitted to Agitech regarding the tracking system should be able to be completed within a quarter. Vice-Chair Messenger requested confirmation to be provided once the tickets were completed and the system was in place.

The Board asked additional questions and held discussion.

2. Update and Discussion of the Draft Strategic Plan 2022-2026

Mr. Kevin Chapman, Executive Director of Administration, and Mr. Omar Edwards, Associate Director of Strategic Initiatives, presented an update regarding the Strategic Plan.

Mr. Chapman shared a draft of the Strategic Plan for 2022-2026 including the following sections: Ready to Learn, Ready for Life, and Ready to Grow. He welcomed feedback from the Board Members and offered to meet with them individually.

Vice-Chair Messenger requested the word "easy" be removed from the title on page 14 and provided the reason for the request. She expressed appreciation for the new Strategic Plan including the portions regarding parent engagement and communication, and the section regarding teacher training for the components of reading.

Following a question from Board Member Kennedy regarding the timeframe for the new Plan, Mr. Chapman stated that the goal is to bring back the draft to the Board for approval to advertise in August.

Mr. Chapman acknowledged the work of Mr. Damon May, Communications Design Specialist, for the graphics utilized in the Plan.

Board Member Foreman discussed the draft of the Strategic Plan and noted the following topics she would like included:

- physical health and encouraging community use of the partnership school health clinics
- vision screening
- increase surveys
- institute programs focusing on logical reasoning and current events
- increase reserve funds to 8%
- reduce reliance on the millage referendum for employee compensation
- institute formal appeals and grievance processes for employment matters

Board Member Foreman noted the reported metric three on page 15 under strategy number two regarding the percentage of schools reporting, that student behavior and mental health needs are being addressed. She suggested that the parents should be reporting.

Board Member Choate noted that a couple of the topics Board Member Foreman discussed would require more time for the Board to discuss. Chair Golden stated that there would be an additional Workshop discussion of the Strategic Plan.

Superintendent Saunders stated that any section of the Strategic Plan requiring Board discussion can be noted in red in the draft.

Board Member Choate reiterated Board Member Messenger's comments regarding early learning and reading. He emphasized the home element of reading and parent involvement. He noted the importance of promoting the aviation mechanics program at Manatee Technical College (MTC).

Chair Golden spoke regarding community partnerships and requested invitations be considered for the following organizations:

- Manasota Panhellenic Council
- Association for the Study of African American Life and History (ASALH)
- Anti-Defamation League
- NAACP Manatee County Branch
- Centerstone of Florida

Chair Golden requested the Plan be equitably presented to provide the inclusion desired.

Chair Golden congratulated Mr. Edwards on his new position.

IV) PUBLIC COMMENTS

Minutes: Public Comment as follows:

1. Norman Nelson

Following Public Comment, Board Member Foreman provided information regarding the budget approval process and agreed that she willing to speak with Mr. Nelson.

V) ADJOURNMENT

Minutes: Chair Golden adjourned the Workshop at 5:13 PM.

_____	_____
Cynthia Saunders, Ex Officio Secretary and Superintendent of Schools	Rev. James T. Golden 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

June 28, 2022

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

Times Indicated Are Approximate

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1) CALL TO ORDER

Attendee Name	Status
Charlie Kennedy, Board Member Cynthia Saunders, Superintendent Doug Wagner, Deputy Superintendent of Operations Gina Messenger, Vice-Chair Mary Foreman, Board Member Mitchell Teitelbaum, General Counsel Stephen Dye, School Board Attorney Tim Bargeron, Deputy Superintendent of Business Services Chad Choate, Board Member	Present
James Golden, Chair Dan Evans, Deputy Superintendent of Instruction	Absent

1) CALL TO ORDER

Minutes: Vice-Chair Messenger called the Meeting to order at 5:00 PM.

2) INVOCATION

Minutes: The invocation was given by Pastor Linda Francis.

3) PLEDGE OF ALLEGIANCE

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

4) INFORMATION ONLY (No Board Action Required)

4.1 Leaves for June 28, 2022

5) APPROVAL OF THE AGENDA

5.1 Agenda Amendments

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

Agenda amended on Monday, June 27, 2022, to **remove** Consent Agenda item*, Approval to Purchase Newsela Subscription, SDMC No. 23-0045-BS, Estimated in the Amount of $200,000.00.*

Agenda amended on Monday, June 27, 2022, to **update** attachment to Consent Agenda item*, Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers.*

Agenda amended on Thursday, June 23, 2022, to **add** Consent Agenda item*, Approval of the Revisions for the Payroll Administrator Job Description.*

Agenda amended on Thursday, June 23, 2022, to **add** New Business (Non-Consent Items/Superintendent Recommendation) item, *Approval of Substitute Teaching Employment Services for the 2022-2023 School Year, 21-0046-RG, Continued Procurement with Vendor, Estimated in the Amount of $3,600,000.00 - Revision 2.*

Agenda amended on Thursday, June 23, 2022, to **add** New Business (No Superintendent Recommendation) item, *Approval to Purchase Security and Vulnerability Testing Services from Sylint Group, Inc., SDMC No. 23-0055-RG, Not to Exceed $45,000.00.*

Agenda amended on Thursday, June 23, 2022 to **add** Consent Agenda item, *Approval of the Use of the State of Florida Department of Education and Sourcewell bid on School Buses Types A, C and D and Optional Equipment, SDMC No. 23-0056-MR, Estimated in the Amount of $1,000,000.00.*

Vice-Chair Messenger stated that Board Member Choate was joining the meeting remotely. Mr. Choate submitted his vote electronically.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Mary Foreman
SECONDER:	Charlie Kennedy
AYES:	Charlie Kennedy, Gina Messenger, Mary Foreman, Chad Choate

6) APPROVAL OF MINUTES

6.1 Approval of the Minutes of the June 14, 2022 Regular Meeting and Public Hearing and the June 16, 2022 Board Workshop

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Mary Foreman
AYES:	Charlie Kennedy, Gina Messenger, Mary Foreman, Chad Choate

7) RECOGNITIONS

7.1 Guy Harvey Academy of Arts & Science at Anna Maria Elementary

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, introduced Mr. Doug Evans, Chief Philanthropy Officer of the Guy Harvey Ocean Foundation; and Mr. Mike Masiello, Principal of Anna Maria Elementary School. Mr. Barber spoke regarding innovative opportunities for students and invited Superintendent Saunders forward to speak regarding the collaboration.

Superintendent Saunders announced the collaboration with the Guy Harvey Oceanic Foundation (GHOF) resulting in the Guy Harvey Academy of Arts and Science at Anna Maria Elementary School. She spoke regarding the origins of the collaboration and the academic purpose and discussed the initial steps for the upcoming school year. She noted that the program would expand to King Middle School and Manatee High School in coming years. She expressed gratitude for the collaboration.

Mr. Evans spoke regarding Dr. Guy Harvey and the collaboration with the District. He provided information about the GHOF and introduced a video featuring Dr. Guy Harvey and his daughter, Jessica Harvey, with a message to the Board.

Principal Masiello introduced the following Anna Maria Elementary School SAC Members in attendance:

- Mr. Dave Zaccagnino, SAC Chair
- Ms. Chris Rudacille
- Ms. Kristi Kliebert
- Ms. Sandy Fisher, 5th Grade Teacher and SAC Member

Principal Masiello provided insight into how the collaboration will impact the students and school. He spoke regarding STEM and STEAM. Principal Masiello thanked the School Board Members, Superintendent and the GHOF.

Mr. Zaccagnino expressed enthusiasm for the project and spoke regarding the students. He thanked the Board.

Vice-Chair Messenger expressed gratitude on behalf of the Board. Board Member Kennedy thanked everyone involved.

8) CONSENT ITEMS

8.1 Approval to Apply, Accept, and Expend the Strengthening Career and Technical Education for the 21st Century Act (Perkins V), formerly known as the Carl D. Perkins Secondary Grant for the 2022-2023 School Year, in the Amount of $555,796.00

8.2 Approval to Accept Funds and Renew the Service Agreement Between the District Board of Trustees of State College of Florida (SCF) and the School District of Manatee County for Partial Funding of Career Pathways Coordinator Salary, in the Amount of $22,000.00

8.3 Approval of the New Agreement Between the School Board of Manatee County and Pappou G LLC, DBA The Breakfast Company, for On-The-Job Training for Exceptional Student Education Students for June 2022-June 2025, No Financial Impact

8.4 Approval to Apply, Accept and Expend Summer Learning Camps Program Grant, in the Amount of $1,153,144.00

8.5 Approval to Apply, Accept, and Expend the Title I, Part C for 2022-2023 School Year, in the Amount of $429,931.00

8.6 Approval to Apply, Accept and Expend the Nita M. Lowey 21st Century Community Learning Centers Request for Proposal, Effective August 2022 - July 2023, in the Amount of $225,000.00

8.7 Approval to Apply, Accept and Expend the Nita M. Lowey 21st Century Community Learning Centers Request for Proposal, Effective August 2022 - July 2023, in the Amount of $500,000.00

8.8 Approval to Apply, Accept and Expend the Nita M. Lowey 21st Century Community Learning Centers Request for Proposal, Effective August 2022 - July 2023, in the Amount of $300,000.00

8.9 Approval to Purchase Systematic Instruction in Phoneme Awareness, Phonics, and Sight Words (SIPPS) Materials and Services, SDMC No. 23-0035-BS, Continued Procurement with Vendor, Estimated in the Amount of $100,000.00

8.10 Approval to Renew the Contract Between the Boys & Girls Clubs of Manatee County and the School Board of Manatee County, to Provide Before-School and/or After-School Programs and Summer Programs at Various Manatee County Schools During the 2022-2023 School Year

8.11 Approval to Purchase DreamBox Learning, Inc. Software and Services, SDMC No. 23-0028-BS, Estimated in the Amount of $70,000.00

8.12 Approval to Purchase Imagine Learning Digital Libraries Site Licenses, SDMC No. 23-0027-BS, Continued Procurement with Vendor, Estimated in the Amount of $500,000.00

8.13 Approval of Rowlett Middle Academy Charter School Contract Renewal for the 2022-2027 School Years

8.14 Approval of Imagine North at Manatee - Charter School Contract Renewal for the 2022-2027 School Years

8.15 Approval to Renew the Contract Between The Early Learning Coalition of Manatee County, Inc. and The School Board of Manatee County for the 2022-2023 School Year, Not to Exceed $30,000.00

8.16 Approval to Renew the Contract Between PACE Center For Girls, Inc. and the School Board of Manatee County for the 2022-2023 School Year

8.17 Approval of Student and Adult Meal Cost Increases for the School Year 2022-2023

8.18 Approval of Educational Plant Survey for 2022, No Financial Impact

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

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

8.21 Approval of the Revisions for the School Coordinator Job Description

8.22 Approval to Purchase Off Duty Officer Services for the 2022-2023 School Year, Continued Procurement of Commodity, Estimated in the Amount of $150,000.00

8.23 Approval to Purchase School Resource Officer (SRO) Services through The Manatee County Sheriff's Office for the 2022-2023 School Year, SDMC No. 23-0049-BS, Continued Procurement for Services, Estimated in the Amount of $1,280,417.84

8.24 Approval to Extend the Bid on Painting Services, SDMC No. 19-0061-MR, Continued Procurement for Services, Estimated in the Amount of $2,000,000.00

8.25 Approval of Request to Declare Surplus and Demolish Portables 126, 161, and 287

8.26 Approval to Purchase Safety and Security Equipment, SDMC No. 23-0051-RG, Estimated in the Amount of $250,000.00

8.27 Approval to Renew the Professional Services Contract with Cherry Bekaert, LLP to Provide Financial Auditing Services for Fiscal Year 2021-2022, SDMC No. 20-0102-RG, Estimated in the Amount of $64,200.00

8.28 Approval of the Memo of Understanding (MOU) Between Guy Harvey Ocean Foundation and the School Board of Manatee County for the Guy Harvey Academy of Arts and Science at Anna Maria Elementary

8.29 Approval to Advertise a Request for Qualifications (RFQ) for Architect/Prototype and Construction Management (CM) at Risk Services for East K-8

8.30 Approval of Palmetto High School - Partial Replacement Project - Agreement Between Owner and Gilbane Building Company - Amendment 2, in the Amount of $274,502.00

8.31 Approval of Blackburn Elementary School - Addition and Renovation - Agreement Between Owner and Wannemacher Jensen Architects, in the Amount of $100,000.00

8.32 Approval of Blackburn Elementary School - Addition and Renovation - Agreement Between Owner and A.D. Morgan - Preconstruction Services, in the Amount of $850,000.00

8.33 Approval of the Use of the State of Florida Department of Education and Sourcewell bid on School Buses Types A, C and D and Optional Equipment, SDMC No. 23-0056-MR, Estimated in the Amount of $1,000,000.00 - added June 23, 2022

8.34 Approval of the Revisions for the Payroll Administrator Job Description - added June 23, 2022

Minutes: Public Comment as follows:

1. Michael Hartman

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Mary Foreman
AYES:	Charlie Kennedy, Gina Messenger, Mary Foreman, Chad Choate

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

Minutes: Public Comment as follows:

1. Norman Nelson

2. Deanna Brinkley

3. Kim Hirst

Following Public Comment, Superintendent Saunders expressed appreciation for the comments and noted some individuals had been in communication with staff members regarding curriculum. She stated that the Curriculum Department is working diligently to conduct a thorough review of materials and partnering with parents and the community.

Board Member Kennedy addressed a comment regarding the budget cycle. Mr. Tim Bargeron, Deputy Superintendent of Business Services, provided information about the budget, noting that the original budget is the one that follows the public hearing and budget approval in September.

10) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

11) NEW BUSINESS (NON-CONSENT ITEMS/SUPERINTENDENT RECOMMENDATION)

11.1 Approval of the Charter School Application from HOLA! Elementary @ Manatee School of the Arts (MSA)

Minutes: At the request of Vice-Chair Messenger, Superintendent Saunders provided a brief overview of the item and noted that the Board had previously approved of adding the elementary grades to Manatee School for the Arts (MSA). She explained the process required to build the elementary portion at a new location. Board Member Kennedy spoke regarding MSA's offerings and thanked Ruby and Steve Zickafoose for educating him about the dual language model.

Following the vote, Vice-Chair Messenger announced a recess at 5:43 PM and reconvened at 5:49 PM.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Mary Foreman
AYES:	Charlie Kennedy, Gina Messenger, Mary Foreman, Chad Choate

11.2 Approval of Substitute Teaching Employment Services for the 2022-2023 School Year, 21-0046-RG, Continued Procurement with Vendor, Estimated in the Amount of $3,600,000.00

Minutes: At the request of Vice-Chair Messenger, Superintendent Saunders provided information and noted this is an increase in the amount from last year's contract. She noted that to be competitive with surrounding counties, the District needed to offer an increased pay rate.

Following a question from Board Member Choate, Superintendent Saunders shared the pay rate increases for substitute teachers.

Board Member Kennedy stated the reasons that he supports the item.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Mary Foreman
AYES:	Charlie Kennedy, Gina Messenger, Mary Foreman, Chad Choate

12) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

12.1 Recommendation for Replacement of Vacancy on the Citizens' Financial Oversight Committee (CFOC)

Minutes: Board Member Foreman stated that she moves that the Board accept the membership of George Small as a Member of the Citizens' Financial Oversight Committee (CFOC) to fulfill a term with an expiration of June 30, 2024.

RESULT:	**No Vote**

12.1.a. Motion to Accept the Membership of Mr. George Small as a Member of the Citizens' Financial Oversight Committee (CFOC) to Fulfill a Term with an Expiration of June 30, 2024

Minutes: Board Member Foreman stated that she and Mr. Ballard spoke with Mr. Small via a video call. She noted that he was enthusiastic about serving on the Committee will be a good addition.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Mary Foreman
SECONDER:	Charlie Kennedy
AYES:	Charlie Kennedy, Gina Messenger, Mary Foreman, Chad Choate

12.2 Approval of Reappointment of Members of the Citizens' Financial Oversight Committee

Minutes: Vice-Chair Messenger stated that Mr. Tom Ehren and Ms. Cynthia Howard had applied for reappointment and that if approved, the terms would expire on June 30, 2025. Board Member Foreman stated that the two individuals are assets to the Committee, and she is happy they would like to continue to serve.

Board Member Choate inquired about advertising for the additional vacancies on the Committee. Vice-Chair Messenger stated that she had requested applicant, Mr. Michael Hartman be offered an interview. Board Member Kennedy requested an item on the July 26, 2022 Meeting Agenda for the approval of Mr. Hartman as a Member of the Citizens' Financial Oversight Committee (CFOC). Board Member Foreman requested to postpone any additional appointments, noting recent changes. Vice-Chair Messenger summarized the discussion and confirmed that the Board did not want to advertise any additional vacancies on the CFOC.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Chad Choate
AYES:	Charlie Kennedy, Gina Messenger, Mary Foreman, Chad Choate

12.3 Approval of the Edmonds Scholarship Trust (Fund) Third Party Administration

Minutes: Vice-Chair Messenger requested guidance regarding the request.

Mr. Mitchell Teitelbaum, General Counsel, spoke regarding the administration of the trust. He discussed the options of having either Manatee Community Foundation (MCF) or the Manatee Education Foundation (MEF) administer the trust. He opined that both are good options and stated that the main difference would be that MCF would liquidate the assets while MEF would administer the funds as existing.

Vice-Chair Messenger confirmed that the District was requesting the Board select a party and make a motion. She noted that Board Member Foreman had thoroughly reviewed the documents and requested her feedback. Board Member Foreman stated that at the previous Meeting, the Board stated they did not want to liquidate. She discussed the funds and spoke regarding the options. She noted that she is not concerned about it being liquidated. Board Member Foreman recommended MCF as the third party to administer the trust and provided her rationale.

The Board held discussion regarding the options.

RESULT:	**No Vote**

12.3 a. Motion to Approve of Manatee Community Foundation (MCF) as the Third-Party Administration for the Edmonds Scholarship Trust (Fund) and to be Able to Execute Documents for the Transfer

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Mary Foreman
SECONDER:	Charlie Kennedy
AYES:	Charlie Kennedy, Gina Messenger, Mary Foreman, Chad Choate

12.4 Approval to Renew the Professional Services Contract with Carr, Riggs & Ingram LLC to Provide Internal Audit Services for Fiscal Year 2022-2023, SDMC No. 19-0079-RG, Estimated in the Amount of $397,220.00

Minutes: Board Member Foreman expressed gratitude for Carr, Riggs & Ingram (CRI). Vice-Chair Messenger stated that the Audit Committee recommended the contract. Board Member Kennedy added that the reviews from the Committee were favorable.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Mary Foreman
SECONDER:	Charlie Kennedy
AYES:	Charlie Kennedy, Gina Messenger, Mary Foreman, Chad Choate

12.5 Approval to Purchase Security and Vulnerability Testing Services from Sylint Group, Inc., SDMC No. 23-0055-RG, Not to Exceed $45,000.00 - added June 23, 2022

Minutes: Vice-Chair Messenger stated that Sylint is the company that looks at the internal cybersecurity issues to ensure security.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Mary Foreman
AYES:	Charlie Kennedy, Gina Messenger, Mary Foreman, Chad Choate

13) WORKSHOP ITEM REQUESTS

Minutes: There were no requests.

14) UPDATES

A. Legal Department Update

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

SRQ / MTC Location – stated that the phase II testing concluded but there are not any results yet.

B. Instructional Update

Minutes: There was no update.

C. Operations Update

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

Job Fairs – shared that 5 job fairs had been held since the last meeting and announced upcoming job fair dates. He recognized the HR Department for their work in filling vacancies.

MTC Law Enforcement Graduation – shared that the MTC Law Enforcement Graduation was held June 27

for 23 graduates. He stated that 100% of the graduates had jobs lined up.

MTC Main Campus Graduations – shared that two MTC graduations would be held Thursday, June 30.

15) SUPERINTENDENT REMARKS

Minutes: Superintendent Saunders updated the Board on the following:

State Test Scores – announced that the raw test scores had been released for FSA including ELA and Math only. She noted that the data for Science and Social Studies had not yet been released.

Leadership Florida – shared that she was selected for the Leadership Florida Education Class 7 and that Ms. Latrina Singleton, Director of Federal Programs and Grants, was also selected.

Horizons – stated that the District received a report back from the DOE regarding Horizons and noted that staff will be responding and will reexamine documents for 20 students.

Gratitude – expressed gratitude for many things including the Community Partnerships.

16) BOARD COMMENTS

Board Member Kennedy

Summer – noted that there would be only one meeting in July and wished everyone a nice summer break.

Board Member Foreman

Congratulations – congratulated Superintendent Saunders for being selected for Leadership Florida.

Newsela – corrected a comment made during Public Comments and stated that staff is reviewing Newsela, noting that it could come back to the Board at a later date.

SRO – stated that the SRO positions would be filled by guardians and discussed the roles.

Superintendent Saunders discussed the partnership with law enforcement agencies. She discussed the roles of SROs and guardians and noted changes being made.

Board Member Choate

Thanks – thanked the Board for working with him virtually.

Safety & Security – expressed appreciation for the work of Mr. Damico and thanked the Superintendent.

Congratulations – congratulated Superintendent Saunders and Ms. Latrina Singleton on their appointments to the Leadership Florida Education Class.

Thanks – thanked Superintendent Saunders for her leadership and work at community partnerships. He expressed gratitude for the partnership with Dr. Guy Harvey.

Thanks – thanked Mr. Teitelbaum and Mr. Bargeron for their work and diligence with the Edmonds Memorial Scholarship Trust.

Vice-Chair Messenger

Thanks – echoed the thanks and appreciation expressed by the Board Members.

Soar In 4 – spoke regarding a Soar In 4 event scheduled for July 6.

17) ADJOURNMENT

Minutes: There being no further business to come before the Board, Vice-Chair Messenger adjourned the Meeting at 6:32 PM.

_____	_____
Cynthia Saunders, Ex Officio Secretary and Superintendent of Schools	Rev. James T. Golden 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. 9.1

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing

Title
Using the Referendum to Expand Opportunities for Students Through the Arts

Executive Summary
Professional Learning Specialist, Mr. Jeramiah Bowman will provide an update of the Manatee County School District's three-year plan to expand opportunities for students through the arts.

Contact
Submitting Department: Curriculum and Professional Learning
Initiated By: Dr. Laurie Breslin and Jeramiah Bowman

Attachments:
Expanding Opportunities for Students Through the Arts 3 Year Plan - 2022 - 2025 7.14.22
Expanding Opportunities in the Arts

Using the Referendum to Expand Opportunities for Students Through the Arts

Timeline and Goals

Timeline for Development:

February 25, 2021 – Arts Education Task Force Meeting
March 25, 2021 – Arts Education Task Force Meeting
April 8, 2021 – Arts Education Task Force Meeting
April 29, 2021 – Arts Education Task Force Meeting
May 6, 2021 – Arts Education Task Force Meeting
May 17, 2021 – SDMC Needs Assessment Survey sent out to all Visual and Performing Arts teachers
May 20, 2021 – Arts Education Task Force Meeting
June 22, 2021 – SDMC Arts Millage Planning Meeting
August 4, 2021 – District In-service – Overview of Arts Implementation Plan for all teachers
September 23, 2021 – Arts Education Task Force Meeting
September 27, 2021 – Arts Referendum Info Meeting with Community Stakeholders
September 28, 2021 – Arts Implementation Plan presented to School Board
October 13, 2021 – Arts Education Task Force Meeting
November 29, 2021 – SDMC Arts Millage Planning Meeting
November 30, 2021 – Arts Education Task Force Meeting
December 6, 2021 – SDMC Arts Millage Planning Meeting
December 17, 2021 – SDMC Arts Magnet Meeting
December 20, 2021 – SDMC Arts Millage Planning Meeting
January 5, 2022 – District In-service – Meet with teachers in content areas and collect input
February 7, 2022 – SDMC Arts Millage Planning Meeting
February 14, 2022 – SDMC Arts Millage Planning Meeting
February 17, 2022 – Arts Education Task Force Meeting
April 5, 2022 – Arts Education Task Force Meeting
April 11, 2022 – SDMC Arts Magnet Walk-through – Lee Middle and Bayshore High
April 12, 2022 – SDMC Arts Magnet Walk-through – Manatee Elementary
April 29, 2022 – SDMC Arts Magnet Meeting
May 4, 2022 – SDMC Arts Magnet Meeting
May 6, 2022 – SDMC Arts Millage Planning Meeting
May 12, 2022 – Course Offerings Confirmation Requests sent out to all schools
May 25, 2022 – SDMC Arts Magnet Program Meeting
May 25, 2022 – SDMC Arts Millage Planning Meeting
May 26, 2022 – Arts Education Task Force Meeting

Using the Referendum to Expand Opportunities for Students Through the Arts

Timeline and Goals

Year 1: Visual and Performing Arts Implementation Plan

Goal 1: School Resource Allocation

- Step 1: Confirm course offerings for the 22-23 school year (May 2022)
  - Build out budget allocations for each teacher/program
- Step 2: Distribute Arts Millage Resource Planning Document to schools (June 2022)
  - Receive spending plan and feedback from schools
- Step 3: Distribute 50% of funds to schools when funding is available (July 1, 2022)
- Step 4: Collect revised course offerings and enrollment after the 10-day count (August 2022)
  - Adjust estimated budget allocations accordingly
  - Oct/Nov – Distribute remaining 50% of funds to schools
- Step 4: Ensure all school funds are expended by May 1, 2023
  - Collect spending documentation from schools to confirm budget plan was followed

Goal 2: Provide Funding forTwo Additional Positions at the District Level – July 2022

- District Level – Develop Comprehensive Visual and Performing Arts team
  - Senior Specialist (existing position) – Visual and Performing Arts
  - Specialist (funded through referendum) -Visual and Performing Arts
  - Junior Accountant (funded through referendum) – Manage/Track/Distribute Arts Millage Funding

Specialist – Visual & Performing Arts
-Responsibilities assigned based on strengths
-Support K-12 VPA programs

Senior Specialist (Existing Position)
Visual & Performing Arts
-Supervise second specialist and staff
-Support Arts Magnet Schools
-Oversee referendum funds distribution
-Oversee district initiatives
-Plan district professional development
-Support K-12 VPA programs

Junior Accountant - VPA
-Track and monitor spending
-Create purchase orders
-Track Accounts Payable

Goal 3: Upgrade Classroom and Performance Spaces

- Step 1: Classroom Upgrades
  - Collect needs assessment from teachers for classroom upgrades (August 2022)
  - Collect bids for classroom upgrades and purchase
  - Provide classroom upgrades
- Step 2: Performance Area Upgrades
  - Collect needs assessment from teachers for performance area upgrades (August 2022)
  - Collect bids for classroom upgrades and purchase
  - Provide upgrades

Goal 4: Provide and Increase Professional Development for all Visual and Performing Arts Teachers – 2022 – 2023

- Step 1: District Professional Development
  - Following district timelines, develop engaging and impactful professional development for teachers during district in-service, summer trainings, and school level.
- Step 2: Out of District Professional Development
  - Provide funding for teachers to be members of their respective state professional organizations and for registration/travel to in-state and out-of-state conferences and trainings.

Goal 5: District Resource Allocation – 2022 – 2023

- Step 1: Purchase CutTime subscriptions for ALL Visual and Performing Arts Teachers
  - Develop District-Wide Equipment Inventory (instruments/equipment/technology)
  - Develop District-Wide Music Inventory
  - Develop District-Wide Events Calendar
  - Provide professional development throughout the year on CutTime resources
    - Example – inventory checkout, student accounts, volunteer management, events calendar
- Step 2:
  - Collect needs assessment from teachers for instructional resources, equipment, and technology (August 2022)
  - Collect bids for instructional resources, equipment, and technology
  - Provide instructional resources, equipment, and technology

Goal 6: Increase Enrollment in Secondary Visual and Performing Arts Programs

- Step 1: Develop Student Recruiting Committee
  - Rationale: Develop promotional materials and create a district wide recruiting initiative. Committee will develop goals and have assigned committee chair. Committee will develop resources, create a plan to visit schools and promote programs using staff ATD's, and track student progression and retention through secondary programs.
- Step 2: Develop Teacher Recruiting and District Promotional Materials
  - Rationale: Led by the curriculum team, develop district promotional materials to distribute at conferences and teacher hiring fairs. Prioritize and schedule visits to conferences and colleges to promote SDMC and recruit teachers. Offer support and recommendations to building principals on new hires.
- Step 3: Bolster Curriculum Guides for all Visual and Performing Arts Content Areas
  - Rationale: Instruction that is standards based, highly engaging, and consistent are essential to developing long lasting programs. Teachers will be brought in to assist in the reorganization and bolstering of visual and performing arts curriculum guides.

Goal 7: Creation of Visual and Performing Arts Magnet Schools

- Step 1: Identify Arts Magnet Schools
  - 1 Elementary School – Manatee Elementary
    - Addition of one Teaching Unit – Dance/Theatre
  - 1 Middle School – Lee MS
  - 1 High School – Bayshore HS
- Step 2: Develop Support for Visual and Performing Arts Magnet Schools
  - Executive Director of Secondary Schools and Elementary Schools and Director of Secondary Curriculum and Elementary Curriculum would begin discussions with Visual and Performing Arts Magnet schools to develop a comprehensive K-12 plan.
  - District Visual and Performing Arts team would support Visual and Performing Arts Magnet schools
  - Each Visual and Performing Arts Magnet school would receive additional funding to support programing resources

Year 2: Arts Implementation Plan

Goal 1: No change to Year 1 at this time, could be adjusted after experiences/reflection on year one
Goal 2: No change to Year 1 at this time, could be adjusted after experiences/reflection on year one
Goal 3: No change to Year 1 at this time, could be adjusted after experiences/reflection on year one
Goal 4: No change to Year 1 at this time, could be adjusted after experiences/reflection on year one
Goal 5: No change to Year 1 at this time, could be adjusted after experiences/reflection on year one

Goal 6: Increase Enrollment in Secondary Arts Programs

- Step 1: Ensure that every Middle School and High School has a Fine Arts Department Chair
  - Rationale: Currently, not every school has a Fine Arts Department Chair. This is essential for planning, keeping teachers updated on school and district initiatives, and to serve as a point of contact for the school to the VPA curriculum team. This will be an MEA contract negotiated item.
- Step 2: Continue Developing Student Recruiting Committee
  - Continue from year 1
- Step 3: Develop Teacher Recruiting and District Promotional Materials
  - Continue from year 1
- Step 4: Bolster Curriculum Guides for all Visual and Performing Arts Content Areas
  - Continue from year 1

Goal 7: Continue Expanding of Arts Magnet Schools

- Step 1: Arts Magnet Schools
  - 1 Elementary School – Manatee Elementary
    - Assess needs for further expansion
  - 1 Middle School – Lee MS
    - Assess needs for further expansion
  - 1 High School – Bayshore HS
    - Assess needs for further expansion
- Step 2: Continue Developing Support for Visual and Performing Arts Magnet Schools
  - Executive Director of Secondary Schools and Elementary Schools and Director of Secondary Curriculum and Elementary Curriculum would begin discussions with Visual and Performing Arts Magnet schools to develop a comprehensive K-12 plan.
  - District Visual and Performing Arts team would support Visual and Performing Arts Magnet schools
  - Each Visual and Performing Arts Magnet school would receive additional funding to support programing resources

Year 2: Arts Implementation Plan continued.

Goal 8: Provide Funding for Additional Positions at the School Level (EXAMPLE)

- Step 1: January – approach targeted schools with recommendations for additional staff/programs
- Step 2: March – distribute allocations based off student interest
  - Potential Idea to jumpstart programs would be to support positions that are split between two schools.
- Step 3: Assist with hiring process and teacher orientation
- Step 4: Continue to support new hires throughout school year

Expanding Opportunities for Students Through the Arts

Timeline and Goals

Year 3: Arts Implementation Plan

Goal 1: No change to Year 2 at this time, could be adjusted after experiences/reflection on year two
Goal 2: No change to Year 2 at this time, could be adjusted after experiences/reflection on year two
Goal 3: No change to Year 2 at this time, could be adjusted after experiences/reflection on year two
Goal 4: No change to Year 2 at this time, could be adjusted after experiences/reflection on year two
Goal 5: No change to Year 2 at this time, could be adjusted after experiences/reflection on year two
Goal 6: No change to Year 2 at this time, could be adjusted after experiences/reflection on year two

Goal 7: Continue Expanding of Arts Magnet Schools

- Step 1: Arts Magnet Schools
  - 1 Elementary School – Manatee Elementary
    - Assess needs for further expansion
  - 1 Middle School – Lee MS
    - Assess needs for further expansion
  - 1 High School – Bayshore HS
    - Assess needs for further expansion
- Step 2: Continue Developing Support for Visual and Performing Arts Magnet Schools
  - Executive Director of Secondary Schools and Elementary Schools and Director of Secondary Curriculum and Elementary Curriculum would begin discussions with Visual and Performing Arts Magnet schools to develop a comprehensive K-12 plan.
  - District Visual and Performing Arts team would support Visual and Performing Arts Magnet schools
  - Each Visual and Performing Arts Magnet school would receive additional funding to support programing resources

Goal 8: Provide Funding for Additional Positions at the School Level (EXAMPLE)

- Step 1: January – approach targeted schools with recommendations for additional staff/programs
- Step 2: March – distribute allocations based off student interest
  - Potential Idea to jumpstart programs would be to support positions that are split between two schools.
- Step 3: Assist with hiring process and teacher orientation
- Step 4: Continue to support new hires throughout school year

Expanding Opportunities for Students Through the Arts

Timeline and Goals

General Guidelines for Distribution of Funds

- Categories of funds distributed to schools based off funding formula. Recommendations for distribution at the school level will be broken down by teacher.
  - Teacher Classroom Supplies
  - Instructional Music
  - Performance Music
  - Supplemental Resources
  - Private Instruction Support
  - Theatre/Dance Production Support

- Categories of funds housed in curriculum
  - Supplemental Curriculum Materials
  - New Equipment
  - Professional Development
  - Non-Contract Hourly Pay
  - Performance/Classroom Upgrades
  - Recruiting Budget
  - Transportation
  - Assessment Fees
  - Arts Pathway
  - District Systems
  - District Music Library

Expanding Opportunities for Students Through the Arts

Timeline and Goals

Program Expectations for the Use of Millage Funds

All Content Areas

- Keep an updated inventory record in CutTime
- Keep an updated performance calendar in CutTime
- Keep updated volunteer record in CutTime following district protocols

Elementary Music

- Host one concert in the Fall and Spring
- Participate in the Elementary All-County Music Festival

Elementary Art

- Provide art as requested for district art events – PSC, SSC, Superintendent's Gallery, as assigned
- Provide art as requested for the SDMC Gallery at Art Center Manatee
- Host one art show at school each year (can be in coordination with a music event)
- Participate in the Attendance Awareness Poster Contest

Middle School Music (Band, Chorus, Orchestra)

- Host at least one concert in the Fall and Spring
- Participate in District Solo and Ensemble MPA
- Participate in District Concert MPA
- Band – Participate in the Gulf Coast Honor Band
- Chorus – Participate in the Manasota Honor Chorus
- Orchestra – Participate in the All-County Orchestra

Middle School Art

- Provide art as requested for district art events – PSC, SSC, Superintendent's Gallery, as assigned
- Provide art as requested for the SDMC Gallery at Art Center Manatee
- Host one art show at school each year (can be in coordination with a music event)
- Participate in the Art in the Capital Competition

Middle School Theatre and Dance

- Host at least one performance in the fall and spring (Theatre and Dance events can be combined)
- Participate in at least one district or state assessment

Expanding Opportunities for Students Through the Arts

Timeline and Goals

Program Expectations for the Use of Millage Funds continued…

High School Music (Band, Chorus, Orchestra)

- Host at least one concert in the Fall and Spring
- Participate in District Solo and Ensemble MPA
- Participate in District Concert MPA
- Participate in District Marching Band MPA (Band Only)
- Band – Participate in the Gulf Coast Honor Band
- Chorus – Participate in the Manasota Honor Chorus
- Orchestra – Participate in the All-County Orchestra

High School Theatre and Dance

- Host at least one performance in the Fall and Spring (Theatre and Dance events can be combined)
- Participate in at least one district or state assessment

High School Art

- Provide art as requested for district art events – PSC, SSC, Superintendent's Gallery, as assigned
- Provide art as requested for the SDMC Gallery at Art Center Manatee
- Provide art as requested for the MAEC Arts Alive Gala
- Host one art show at school each year (can be in coordination with a music event)

Using the Referendum to Expand Opportunities for Students Through the Arts

Using the Referendum to Expand Opportunities for Students Through the Arts

- 2.5 million dollar budget
- Funding formula will be used to recommend funding allocations to schools and programs
- Funds can start to be distributed July 1
- Communication sent to schools to plan for their increased funding

Year 1: Visual & Performing Arts Plan

- School Resource Allocation (examples: Teacher Supplies, Music, Theatre/Dance Production, Supplemental Resources)
- Increased Support to Schools
- Increase Enrollment in Secondary Arts Programs
- Upgrade Classroom and Performance Spaces
- Provide and Increase Professional Development
- District Resource Allocation (examples: District Wide Calendar, Music Library, Shared Resources, transportation, etc.)
- Creation of Visual and Performing Arts Magnet Schools

Additional Summer Planning

- Currently two summer PD sessions planned
  - Provide Arts Integration with incorporation of MTRs and EEs
  - Provide Arts Leadership with incorporation of MTRs and EEs
    - MTR – Mathematical Thinking and Reasoning
    - EE – ELA Expectations
- Comprehensive review and bolstering of Visual and Performing Arts curriculum guides
- Smarten Up Summer Camp – June 6-9 – Lee Middle

AGENDA ITEM NO. 9.2

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing

Title
Construction Update

Executive Summary
Construction Services will provide an update regarding the July 26, 2022 agenda items for Construction Projects at the following schools: Buffalo Creek Middle School, Witt Elementary School, Haile Middle School, Oneco Elementary School, Tara Elementary School and Palmetto High School.

Contact
Submitting Department: Construction Services
Initiated By: Joseph Ranaldi

Attachments:
DCS-Various Board Update 7.26.22.pdf

Construction Project Update

Department of Construction Services

Presented By: Joe Ranaldi
Chief Operations Officer
July 26, 2022

Construction Update

This presentation on behalf of the Department of Construction Services is to update the Board Members on the projects at:

Buffalo Creek Middle School
Witt Elementary School
Haile Middle School
Oneco Elementary School
Tara Elementary School
Palmetto High School

Construction Update

Buffalo Creek Middle School Classroom Wing & Media Addition
Amendment 3, Guaranteed Maximum Price $9,040,686.00

- **Budget** : $13,087,561.00

- **Estimated Schedule**:
  - Project Design Start: June 2021
  - Estimated Construction Start: July 2022
  - Substantial Completion: July 2023

- **Scope of Work**:
  - New Media Center and Eight (8) classroom addition
  - Re-purpose existing Media Center into three (3) classrooms & secured main entrance
  - New turn lanes into campus off 69th Street East

- **Architect:** Zyscovich, Inc.
- **Construction Manager:** Skanska USA Building, Inc.
- **Project Director:** Reginald Goff

Construction Update

Witt Elementary School Renovations and Addition
Substantial Completion

- **Budget** : $23,400,000.00

- **Estimated Schedule**:
  - Project Design Start: November 2018
  - Estimated Construction Start: August 2021
  - Substantial Completion: July 2022

- **Scope of Work**:
  - Campus-wide building renovations
  - New classroom addition
  - New traffic queueing

- **Architect:** Williamson Design Associates
- **Construction Manager:** Halfacre Construction Company
- **Project Director:** Reginald Goff

Construction Update

Haile Middle School Classroom Addition and Renovation
Agreement with Halfacre Construction Company, ($100,000.00)
Agreement with Long & Associates ($2,059,250.00)

- **Budget** : $36,125,400.00

- **Estimated Schedule**:
  - Project Design Start: August 2022
  - Estimated Construction Start: June 2023
  - Substantial Completion: October 2024

- **Scope of Work**:
  - 10 classroom building addition
  - Campus renovation
  - Site improvements

- **Architect:** Long & Associates
- **Construction Manager**: Halfacre Construction Company
- **Project Director**: Jeffery Medwetz

Construction Update

<u>Oneco Elementary School Renovation</u>
Agreement with Charles Perry Partners, Inc., ($72,800.00)
Agreement with Zyscovich, LLC ($1,678,768.00)

- **Budget** : $28,300,000.00

- **Estimated Schedule**:
  - Project Design Start: August 2022
  - Estimated Construction Start: June 2023
  - Substantial Completion: October 2024

- **Scope of Work**:
  - Complete campus renovation
  - Site improvements
  - Campus security improvements

- **Architect:** Zyscovich, LLC
- **Construction Manager**: Charles Perry Partners, Inc.
- **Project Director**: Jeffery Medwetz



ZYSCOVICH
ARCHITECTS
WE MAKE PEOPLE PLACES

CPPI

Construction Update

Tara Elementary School Renovation
Agreement with Creative Contractors, Inc. ($74,206.00)
Agreement with Sweet Sparkman Architects, Inc. ($1,966,079.00)

- **Budget** : $26,174,982.00

- **Estimated Schedule**:
  - Project Design Start: July 2022
  - Estimated Construction Start: July 2023
  - Substantial Completion: July 2025

- **Scope of Work**:
  - Campus-wide renovation and required site improvements with 4 classroom building addition removed
  - Roof replacement
  - Security upgrades to include fencing and Administration/Reception Areas and removal of portables

- **Architect** – Sweet Sparkman Architecture & Interiors
- **Construction Manager** – Creative Contractors, Inc.
- **Project Director** – John Williams

Construction Update

Palmetto High School Partial Replacement
BO Agreement with Bureau Veritas North America, Inc. ($189,075.00)

- **Budget** : $39,000,000.00

- **Estimated Schedule**:
  - Project Design Start: September 2021
  - Estimated Construction Start: TBD
  - Substantial Completion: TBD

- **Scope of Work**:
  - New two-story classroom addition and new cafeteria
  - New administration building secured entry
  - Baseball facility renovations, parent and bus loop modifications

- **Architect** – Schenkel Shultz, Inc.
- **Construction Manager** – Gilbane Building Company
- **Project Director** – Reginald Goff

AGENDA ITEM NO. 10.1

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Renewal Agreement Between the School Board of Manatee County and InFocus Family Eyecare, LLC for Clinical Experience for Manatee Technical College (MTC) Optometric Assisting Students for the 2022-2025 School Years, No Financial Impact

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

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

A copy of the agreement is attached for review.

Clinical Providers for Optometric Assisting: InFocus Family Eyecare, LLC, Brad Masuga-Owner

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval of the renewal agreement between the School Board of Manatee County and InFocus Family Eyecare, LLC for clinical experience for Manatee Technical College (MTC) Optometric Assisting students for the 2022-2025 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement MTC with InFocus Family Eyecare

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

AGREEMENT for affiliation with InFocus Family Eyecare LLC

Address: 8120 Lakewood Main St Suite 101 Bradenton, Fl 34202

This agreement is made this 26th day of July 2022, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and InFocus Family Eyecare LLC (hereafter called the Affiliating Site).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three years, through June 30, 2025, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

Sovereign Immunity: The parties acknowledge and agree that the School Board of Manatee County, Florida, as a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768 28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

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

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

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

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

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

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

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

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

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

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

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

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

Other Provisions:

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, InFocus Family Eyecare LLC and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

Superintendent, School District of Manatee County

Date_____ By:

Chair, School Board of Manatee County

Date_____ By:

Mitchell Teitelbaum, Esq. General Counsel

Date 4/6/2022 By:

(Affiliating Site Authorized Signature) Brad Masuga

Title: Owner

MTC 2021-22 rev. 008

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School Board of Manatee County

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

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

SCHOOL BOARD
*Rev. James Golden, CHAIR**
Gina Messenger, Vice Chair
CHAD CHOATE III
MARY FOREMAN

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date: **06/01/2021**
Effective Date: **08/01/2021**	**A Claims-Made Professional Liability Policy**
First Named Insured: **Brad D Masuga OD** **5404 60th Street E.** **Bradenton, FL 34203**	**IMPORTANT NOTICE:** This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Insured: **Brad D Masuga OD**	
Specialty: **OPT01 - Optometry**	
Policy Number:	Policy Period:
0954638	**From: 08/01/2021 To: 08/01/2022**
Retroactive Date:	Departure Period:
08/01/2008	**From: N/A To: N/A**
The Insured above is: ☒ A Named Insured ☐ A Locum Tenens ☐ An Additional Insured	Agency and Address: **FDA Services, Inc.** **545 John Knox Rd, Ste. 201** **Tallahassee, FL 32303** **(800)877-7597**

LIMITS OF LIABILITY

Claim Limit:	**$1,000,000**
Aggregate Limit:	**$3,000,000**

I. Locum Tenens and Additional Insureds share Limits of Liability with the applicable Named Insured.

II. Individuals who occupy a "slot" share Limits of Liability with all others who occupy the same "slot" during the Policy Period.

III. Photocopies of this document are deemed as valid as the original.

IV. The Policy, including Endorsements, determines the coverage provided. Some Claims may not be covered by the terms of the Policy, or may be subject to restrictions such as lower Limits of Liability.

V. If the Policy, or coverage for any person, is canceled for any reason or if the terms of the Policy are changed, we will notify the First Named Insured (and any additional Named Insureds as required by applicable state law). Coverage is not in effect unless and until all payments are received when due.

VI. If a Departure Period is indicated, the Policy will not respond to Probable Claim Events arising from Professional Services Incidents or Review Incidents that take place during the designated period; however, the Policy will respond if we receive a Claim Report during this period.

40.0354638.5.64.7364685

185 Greenwood Road · P.O Box 2900 · Napa, CA 94558-0900 · (707)226-0100 · (800)421-2368 · www.thedoctors com

AGENDA ITEM NO. 10.2

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Renewal Agreement Between the School Board of Manatee County and SHI-II SLD Lakewood Ranch, LLC d/b/a The Sheridan at Lakewood Ranch for Clinical Experience for Manatee Technical College (MTC) Nursing Students for the 2022-2025 School Years, No Financial Impact

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

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

A copy of the agreement is attached for review.

Clinical Providers for Nursing: SHI-II SLD Lakewood Ranch, LLC d/b/a The Sheridan at Lakewood Ranch-Executive Director: Kellie L. McKinzie

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval of the renewal agreement between the School Board of Manatee County and SHI-II SLD Lakewood Ranch, LLC d/b/a The Sheridan at Lakewood Ranch for clinical experience for Manatee Technical College (MTC) Nursing students for the 2022-2025 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement-The Sheridan

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

AGREEMENT for affiliation with SHI-II SLD Lakewood Ranch, LLC d/b/a The Sheridan at Lakewood Ranch

Address: 303 East Wacker Dr Ste 2400 Chicago, IL 60601
11705 Evening Walk Dr. Lakewood Ranch, FL 34211

This agreement is made this 27th day of July 2022, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and SHI-II SLD Lakewood Ranch, LLC d/b/a The Sheridan at Lakewood Ranch (hereafter called the Affiliating Site).

WHEREAS, it is of mutual interest and benefit that the students enrolled in the Manatee Technical College Health Science Program are provided the opportunity and benefit of the educational facilities of SHI-II SLD Lakewood Ranch, LLC d/b/a The Sheridan at Lakewood Ranch for clinical experience.

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

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

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

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

Patient Records: The School shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable

Florida and Federal law and any other requirements that may be imposed by Affiliating Site or any applicable Payor. All such records shall be delivered to and maintained by and in accordance with its policies and procedures. The School shall ensure that its personnel and students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

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

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

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

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

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

situations for the student that will contribute to his growth and development of skills.

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

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

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

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

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

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

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

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

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

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

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

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

interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, SHI-II SLD Lakewood Ranch, LLC d/b/a The Sheridan at Lakewood Ranch and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By: _____

Superintendent, School District of Manatee County

Date_____ By: _____

Chair, School Board of Manatee County

Date_____ By: _____

Mitchell Teitelbaum, Esq. General Counsel

Date 6-16-2022 By: Kellie L. McKinzie

(Affiliating Site Authorized Signature) Kellie L. McKinzie

Title: Executive Director

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three years, through June 30, 2025, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

immunity shall be preserved.

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

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

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

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

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

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

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

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

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School Board of Manatee County

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

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

SCHOOL BOARD
*Rev. James Golden, CHAIR**
Gina Messenger, Vice Chair
CHAD CHOATE III
MARY FOREMAN

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/16/2021

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

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

PRODUCER Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Kevin Roof PHONE (A/C, No, Ext): (312) 625-5948 FAX (A/C, No): (847) 440-9116 E-MAIL ADDRESS: Kevin.Roof@MarshMMA.com
INSURED SENILIF-01 Senior Lifestyle Holding Company, LLC 303 East Wacker Drive Suite 2400 Chicago IL 60601	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Indemnity Insuran — 18058 INSURER B: National Fire & Marine Insuran — 20079 INSURER C: XL Insurance INSURER D: Accident Fund Insurance Co of — 10166 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 910217135 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			NSC100560	9/1/2021	9/1/2022	EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X DED - $ 75,000						MED EXP (Any one person)	$ 10,000
	X PROFESSIONAL						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER.						GENERAL AGGREGATE	$ 15,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER.						PER LOCATION AGG	$ 3,000,000
A	AUTOMOBILE LIABILITY			PHPK2309080	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							COMP / COLL	$ 1,000 / $ 1,000
B	☐ UMBRELLA LIAB ☐ OCCUR			ENSC100562	9/1/2021	9/1/2022	EACH OCCURRENCE	$ 15,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$ 15,000,000
	☐ DED X RETENTION $ $0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			1400020544	8/1/2021	8/1/2022	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	2ND EXCESS LIABILITY - GL			BM00036585LI21A	9/1/2021	9/1/2022	GEN AGGREGATE EACH OCCURANCE	$ 10,000,000 $ 10,000,000

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

Professional Liability - Each Occurrence $1,000,000, Aggregate. $3,000,000
RE Location The Sheridan at Lakewood Ranch - 11705 Evening Walk Drive, Lakewood Ranch, FL 34211

The following are included as additional Named Insureds as their interest may appear: SLH North Shore Management, LLC; SHI-II SLD Lakewood Ranch, LLC

Evidence of Coverage.

CERTIFICATE HOLDER

The Sheridan at Lakewood Ranch
11705 Evening Walk Drive
Lakewood Ranch FL 34211

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM NO. 10.3

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the new Agreement Between the School Board of Manatee County and Cortes Family Physicians, P.A. for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2022-2025 School Years, No Financial Impact

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

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

A copy of the agreement is attached for review.

Clinical Providers for Medical Assisting: Cortes Family Physicians, P.A., Dr. Cristobal Eduardo Cortes-Medical Director

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County and Cortes Family Physicians, P.A. for clinical experience for Manatee Technical College (MTC) Medical Assisting students for the 2022-2025 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement Cortes Family Physicians

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

AGREEMENT for affiliation with Cortes Family Physicians, P.A.

Address: 5712 21st Ave W Bradenton FL 34209

This agreement is made this _26th_ day of _July, 2022__, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Cortes Family Physicians, P.A. (hereafter called the Affiliating Site).

WHEREAS, it is of mutual interest and benefit that the students enrolled in the Manatee Technical College Health Science Program are provided the opportunity and benefit of the educational facilities of Cortes Family Physicians, P.A. for clinical experience.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three years, through __June 30, 2025__, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Provisions:

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Cortes Family Physicians, P.A.and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date 6

By: _____

Superintendent, School District of Manatee County

Date _____

By: _____

Chair, School Board of Manatee County

Date _____

By: _____

Mitchell Teitelbaum, Esq. General Counsel

Date 6/20/22

By: _____

(Affiliating Site Authorized Signature)

Title: Doctor / Medical Director

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

CERTIFICATE OF LIABILITY INSURANCE

DATE 07/15/2021

PRODUCER OPTOMETRIC PROTECTOR PLAN
655 N FRANKLIN ST STE 1800
PO BOX 173166
TAMPA, FL 33672

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURED CRISTOBAL CORTES DO
5712 21ST AVE W
BRADENTON, FL 34209

INSURERS AFFORDING COVERAGE

INSURER A: The Medical Protective Company
5814 Reed Road Fort Wayne IN 46835
NAIC number - 11843, www medpro com
Specialty· FAMILY MEDICINE

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ _____ ☐ _____ GENL AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ PER CLAIM $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS-COMP/OP AGG $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____				COMBINED SINGLE LIMIT (Each accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	PROFESSIONAL LIABILITY ☐ OCCURRENCE ☒ CLAIMS MADE RETRO DATE 07/18/2000	650451	07/18/2021	07/18/2022	PER OCCURRENCE $ PER CLAIM $ 250,000 ANNUAL AGGREGATE $ 750,000
	EXCESS LIABILITY ☐ OCCURRENCE ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				☐ WC STATUTORY LIMITS ☐ OTHER E L EA ACCIDENT $ E L DISEASE-EA EMPLOYEE $ E L DISEASE-POLICY LIMIT $
	OTHER EMPLOYMENT PRACTICES LIABILITY DEFENSE COVERAGE RETRO DATE				PER OCCURRENCE LIMIT OF DEFENSE $ AGGREGATE LIMIT OF DEFENSE $

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SEE POLICY FOR SPECIFIC COVERAGE INFORMATION/SPECIAL PROVISIONS

SC CORTES FAMILY PHYSICIANS PA

CERTIFICATE HOLDER	CANCELLATION
CRISTOBAL CORTES 5712 21ST AVE W BRADENTON FL 34209	THE MEDICAL PROTECTIVE COMPANY WILL NOT BE RESPONSIBLE FOR INFORMING THE CERTIFICATE HOLDER OF ANY CHANGES IN COVERAGE OR IN THE LIMITS OF LIABILITY OR IN THE EVENT OF THE TERMINATION OR CANCELLATION OF THE POLICY The Medical Protective Company Representative

AGENDA ITEM NO. 10.4

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Manatee Technical College (MTC) 2022-2023 Student Handbook Code of Conduct, No Financial Impact

Executive Summary
The MTC Student Handbook Code of Conduct is based on the School District of Manatee County Student Handbook and is updated annually to reflect the changes.

A copy of the proposed Student Handbook Code of Conduct is attached for review.

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval of the Manatee Technical College (MTC) 2022-2023 Student Handbook Code of Conduct, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Proposed MTC Student Handbook 2022-2023

2022 - 2023

STUDENT HANDBOOK



MANATEE TECHNICAL COLLEGE

ManateeTech.edu | MTCdashboard.net

Table of Contents

General Information	Page Number
Welcome	4
Contact Information and Accreditation	5
Mission and Vision	5
Student Expectations	6
Academics	
Completion of Certification and Licensure	6
Grading System	6
Attendance	6
Graduation	8
Student Frameworks	9
Student Records and Transcripts	9
Admissions	
Admissions	10
Dual Enrollment	11
Basic Skills Assessment and Remediation	13
Students with a Disability	16
Job Planning	17
Financial	
Financial Aid	17
Leave of Absence	19
Payments	20
Program Transfers	22
Veterans	23

June 28, 2022

Health and Safety

Campus Security Report 24
Controlling the Spread of Communicable Diseases 24
Counseling/Treatment Programs 24
Drills and Emergencies 25
Drug Screenings 25
Drug/Alcohol Abuse and Prevention 26
Harassment 27
Hazing 28
Severe Weather 28
Student Accidents and Injuries 29
Technology and Internet Safety 29
Tobacco Free Policy 31

Policies and Procedures

Acknowledgement of Responsibility 31
Academic Integrity 32
Attendance 32
Cell and Mobile Phones 34
Dress Code 34
ID Badges 36
Lost and Found 36
Parking 36
Searches and Seizures 36
Student Discipline 37
Talent/Participation Release 42
Uniforms 43

Student Support

Equity, Diversity, Inclusion Policy 43
Freedom of Expression 44
Prohibiting Discrimination and Title IX 45
Student Clubs/Activities 47
Student Grievances 48
Where to Go for Help 49

Reference

Student Calendars 49
Campus Maps 53

Welcome!

We are pleased that you have decided to become part of the MTC family. We will advise and assist you in acquiring the knowledge, skills and abilities to secure employment, professional advancement,and personal achievement. Whether you are training for a career, updating your skills, or learning English, you have made a smart choice by enrolling at Manatee Technical College!

For more than 50 years, MTC has served Southwest Florida by providing innovative high-demand workforce training options that include industry certifications and accreditations to help ensure career success. You are about to embark on an exciting educational journey that will lead to a bright future.

We look forward to supporting your academic and personal successat Manatee Technical College.

Welcome aboard!



Contact Information

Manatee Technical College Main Campus
6305 State Road 70 East, Bradenton, FL 34203
941.751.7900

Manatee Technical College East Campus
5520 Lakewood Ranch Blvd., Bradenton, FL 34211
941.752.8100

Website: ManateeTech.edu **Email:** MTC@manateeschools.net

Accreditation

Manatee Technical College is accredited by the Commission on Occupational Education (COE).

Requests for additional information on the policies, standards, or procedures of the Accrediting Commission of the Council on Occupational Education should be addressed to:

Accrediting Commission – Council on Occupational Education
7840 Roswell Road, Building 300, Suite 325
Atlanta, GA 30350
(770) 396-3898, Fax (770) 396-3790
www.council.org

Mission and Vision

The **mission** of Manatee Technical College is to produce highly skilled individuals and resourceful leaders through collaborative education to meet the ever-changing needs of our communities and the workforce.

The **vision** of Manatee Technical College is to be recognized as a leader in transforming people's lives through quality education.

Student Expectations

Students are active learners in meeting MTC's goals of excellence. We encourage diligence and sustained effort in their work and activities; respect for themselves, other students, the staff, and college property; actions which will be acredit to themselves, their family, their school, and our community. This handbook outlines the expectations students should have of their school and its staff.

ACADEMICS

Completion of Certification and Licensure

It is the expectation that all students/graduates upon completion of certification exams or licensure exams will provide a copy of their certificate or license to their instructor. Documentation will be submitted within seven days of receiving the certification or licensure.

Grading System

Adult and high school students receive grades quarterly and are graded under the same standards used in the School District of Manatee County.

A: 90-100; **B**: 80-89; **C**: 70-79; **D**: 60-69; **F**: 0-59

An incomplete grade ("I") will be changed to a letter grade upon completion of all course requirements within 10 school days, under normal circumstances. If after 10 days the course requirements are not completed, the incomplete grade will become an "F."

Graduation

Who is allowed to participate in a Graduation Ceremony?

Career and Technical Education Students: Any Manatee Technical College (MTC) student who has completed all program and assessment requirements two weeks prior to the set graduation date.

GED® Students: GED® students must have attended an Adult Education program at MTC at the time of passing the last test section. If the GED® graduate is still enrolled in Adult Basic Education (ABE) courses, the student must complete the final post-test. The GED® graduate must have given MTC permission for online test score access through the

official "GED® Manager." All students must be cleared of financial responsibilities.

What steps do I need to take to participate in the Graduation Ceremony?
Complete all coursework and assessment requirements by two weeks prior to the set graduation date.

1. Maintain a current email and mailing address at MTC so that information can be sent regarding deadlines and participation information.
2. Order a cap and gown and register for graduation at MTC in April.
3. Make sure all deficiencies/fees have been paid by two weeks prior to set graduation date.

A graduation commencement is a formal, reserved, and dignified ceremony. All who participate are asked to follow some basic rules of etiquette for such an occasion.

Graduate Dress Code

- Tassels start on the right side of your cap.
- Wear your cap flat on your head.
- **No Decorated Caps**. If your cap is decorated, you must purchase a new one.
- The gown should fall midway between the knee and ankle.
- **Men:** Wear dark trousers, a neatly pressed, light colored dress shirt with a dark tie, dark socks, and dress shoes under the gown.
- **Women:** Wear a dress, skirt, or dark dress slacks with a light-colored blouse and dress shoes under the gown (we suggest comfortable shoes in case you will be climbing stairs).
- **NO shorts, jeans, athletic shoes or flip-flops.**

Student Frameworks

All students will have access to the current Florida Department of Education (FLDOE) curriculum frameworks and student performance standards for their program. The content of the class will be based on these frameworks. Grades and OCPs will be submitted to the Student Records Office at the end of each OCP and will be based on student performance of the frameworks. Other training may be incorporated into the program as part of the curriculum such as CPR, first aid, forklift, OSHA, employability skills, entrepreneurship, or parliamentary procedures.

Student Records and Transcripts

A student's school records are kept by the Student Services/Records office. If the student is under the age of 18 and enrolled in postsecondary education, he/she controls their

privacy. However, if the student is dual-enrolled and under the age of 18, Federal law prohibits revealing this information to anyone without a parent's permission. The Student Records Office, located at the Main Campus aids all students, past and present. Office hours are Monday, Tuesday, Wednesday, and Friday 7:30 a.m. – 3:30 p.m. and Thursday 7:30 a.m. – 6 p.m. (except Holidays and all School District of Manatee County breaks). Summer hours may vary. For additional information, please call 941.751.7900 x 1013.

Transcripts

Your official Transcript, housed with Manatee Technical College Student Records, is bound by the Federal law – FERPA (Federal Educational Rights and Privacy Act of 1974). MTC maintains transcripts on campus for the past 5 years for Career and Technical Students. Older transcripts will be providedby the School District of Manatee County Records Management department. All records requests for Manatee Technical College Career and Technical Education students can be made online at https://www.manateeschoolsfl.scriborder.com/ An official picture ID (Driver's License, State ID, etc.) is required. There is a fee for all records requests.

To obtain your GED ® Transcripts or a copy of your GED® Diploma, please contact 1.877.352.4331 or go to https://ged.com and select request a duplicate diploma or request transcript.

ADMISSIONS

Admissions

Admission Policy for Applicants without a High School Diploma

All Career and Technical Education adult applicants to Manatee Technical College are urged to earn a valid high school diploma or its equivalent (GED®) prior to admission. However, the college will accept students without a diploma in most programs, who will benefit by attending a Manatee Technical College training program.

Most Career and Technical Education programs will admit students with a state-validated standard high school diploma based on program openings. They will admit students who have not earned a high school diploma, GED®, or have a diploma from a non-accredited high school whose math and language/reading achievement levels meet exit standards. (State validated: https://fsapartners.ed.gov/sites/default/files/2021-04/2122FSAHbkVol1Master.pdf).

Admission to Career and Technical Education Programs with a High School Diploma

Prospective students should check with a counselor regarding the admission status for an individual program.

Certain Career and Technical Education Programs such as the Criminal Justice Academy, Practical Nursing, Paramedic, etc., have strict admissions standards set by the program's certifying agency. These standards include but are not limited to passing a background check, passing a drug screening, and having a clean driving history. All applicants to these programs must have a state validated standard high school diploma or its equivalent. Please refer to individual program information sheets for specific information.

Student and Exchange Visitor Information for International and Non-immigrant Students

Manatee Technical College (MTC) is NOT a Student and Exchange Visitor Program (SEVP) certified institution and does NOT participate in the Student and Exchange Visitor Information System (SEVIS), nor does MTC participate in the F, J or M visas programs.

Accreditations that are accepted by Manatee Technical College for Admission

Please see this website for a listing of all accrediting agencies that MTC accepts.
https://www.ice.gov/sites/default/files/documents/Document/2016/sevisAccreditingAgencyList.pdf

Dual Enrollment

Dual Enrollment is the enrollment of students in college classes while still in high school. For MTC to provide dual enrollment classes, it is necessary to assure the same standards of instruction as in all other college classes, including academic practices and collegiate learning environment. Dual Enrollment students are governed by the School District of Manatee County student code of conduct and by MTC's code of conduct. Dual enrollment students can be dismissed from MTC to their districted high school for good cause.

To be eligible for participation in the Dual Enrollment program, students must meet all the qualifications listed below:

- 10th - 12th grade classification (Age 16 minimum).
- Unweighted GPA of 2.0.
- Written approval from the high school signed by a school official.
- Written approval of the student's parent or legal guardian if the student is under 18 years of age.
- Have taken the Basic Skills Assessment test.
- Filled out an online application through https://www.manateetech.edu/apply-now/.

Students who are taking Dual Enrollment classes at MTC are not eligible to apply for Federal Financial Aid such as Pell grants until they have earned a high school diploma. This is because Financial Aid recipients are expected to have completed high school. However, your efforts in dual enrollment classes may influence your future financial aid eligibility. Financial Aid offices in every college in the country are required to keep track of every student's academic progress. This measurement is called Satisfactory Academic Progress which has the following requirements:

- Students must maintain a minimum of a 2.0 grade point average (GPA) at their high school.
- Students must satisfactorily complete (pass) at least 70% of the program in which they enroll.

If a student is projected to graduate from high school before the scheduled completion date of an Occupational Completion Point (OCP) (postsecondary course), the student may not register for that course (OCP) through dual enrollment. The student may apply to the postsecondary institution and pay the required registration, tuition, and fees if the student meets the postsecondary institution's admissions requirements (1007.263).
A dual-enrolled student attends MTC tuition-free. (Public school-delete)
Dual enrollment students also receive their textbooks, registration, and lab fees free. Issued textbooks are the property of MTC and failure to return textbooks at the end of the program will result in a hold on their final OCP certificate A student will be required to pay for any lost or damaged textbooks before their final OCP certificate can be issued.
(Private school/home school/charter dual enrollment students are responsible for registration fees and purchasing textbooks - delete). All dual enrollment students are required to purchase uniforms, student ID, and personal specialized equipment needs. High school students **may not** leave campus during the day for lunch or go to the parking lot. If the student must leave for an appointment or due to illness, the parent/guardian will be contacted to confirm that the student has permission to leave and the student must sign out at the front desk.

Basic Skills Assessment for Career and Technical Education (CTE) Courses

Instruction and State Board of Education Rule 6A-10.040 Florida Administrative Code (F.A.C.) requires students who enroll in a career certificate or applied technology diploma program offered for career credit of 450 hours or more to complete an entry-level examination within the first six weeks after admission into the program. No assessment is required for programs with less than 450 hours.

The purpose of assessment is to determine whether or not the student has the basic skills necessary to be successful in the chosen CTE program. Assessment instruments meeting this requirement are annually adopted in Rule 6A-10.040, F.A.C. and include:

- Any common placement test where a minimum score has been achieved pursuant to Rule 6A-10.0315, F.A.C.
- Tests of Adult Basic Education (TABE) 11 & 12.
- Comprehensive Adult Student Assessment System (CASAS), GOALS 900 Series
- 2014 GED® Tests: Reasoning through Language Arts and Mathematics Reasoning where a minimum score (145) as required in Rule 6A-6A.6.021, Florida Administrative Code (F.A.C.) has been achieved, on each test.

Exceptions and Exemptions from the Basic Skills Examination

- Adult students with disabilities may be exempted from meeting the basic skills level required to earn a Career Certificate of Completion and be reported as a completer.

- Students who are exempt from basic skills exit requirements include those who:
  - Possess a college degree at the associate in applied science (AAS) level or higher:
  - A student who demonstrates readiness for public postsecondary education pursuant to S. 1008.30, F.S. and applicable rules adopted by the State Board of Education by achieving or exceeding standard test scores established herein and enrolls in a Florida College System (FCS) institution within two years after achieving such scores.
  - A student who entered 9th grade in a Florida public school in the 2003-2004 school year, or any year thereafter, and earned a valid Florida standard high school diploma.
  - A student who is serving as an active-duty member of any branch of the United States Armed Services

- Students who have taken the 2014 GED® and scored at least 145 on each subject and a total score of 580 or higher across all 4 subjects.
- Pass a state or national industry certification or licensure examination that is identified in State Board of Education rules and aligned to the CTE program in which the student is enrolled; or
- Is enrolled in an apprenticeship program that is registered with FLDOE in accordance with Chapter 446.
- If a student has met or exceeded standard scores in one area of one test, another test may be used to meet the additional skill area requirements. It is acceptable to combine test scores from more than one test. (Rule 6A - 10.315, F.A.C.).
- Students enrolled in school district or FCS institution law enforcement training academies are not subject to basic skills exit requirements in s. 1004-91 F.S. or Rule 6A-10.040 F.A.C. The Florida Department of Law Enforcement (FDLE) has designated the Florida Basic Abilities Test (FBAT) for use with these students; please refer to s.943.17(6), F.S. for more information.
- A student who has taken the 2014 GED® and attained the minimum achievement scores on both the Reasoning through Language Arts (RLA) and Mathematic Reasoning, does not need to be tested.
- If a student does not meet the exit requirements, it is possible the student may be enrolled into the program. However, the student will not be able to graduate until exit requirements have been met.

A student who is not required to take the common placement test and is not required to enroll in developmental education under this paragraph may opt to be assessed and to enroll in developmental education instruction, and the college shall provide such assessment and instruction upon the student's request.

If the student does not meet exit requirements on one or more sections of the assessment, the student is required to retake those sections of the exam where exit requirements were not met.

If the student is not exempt the following rules apply:

1. The student is required to take the assessment within six weeks of being admitted. Note that the requirement is admitted, not enrolled. If a student has made application to MTC, the countdown clock on the six weeks commences at the point that the guidance counselor admits the student to MTC in Campus Solutions.
2. The assessment cannot be used as a pre-requisite for admissions or placement.
3. Basic Skills for CTE programs are exit requirements not entry or placement requirements. A student may enter the CTE program before reaching minimum basic

skills levels but may not receive a local Career Certificate of Completion until basic skills requirements are met, except students exempted in accordance with s.1004.91, F.S

4. Students who do not achieve the minimum level of basic skills required for completion (final OCP) from his or her CTE program will not be awarded a Career Certificate of Completion. However, adult students with disabilities may be exempted from meeting the basic skills level to earn a Career Certificate of Completion and be reported as a completer. S.1004.91 (3),
5. Dual enrolled students who have not met the basic skills requirements, may complete the program prior to high school graduation and then be counted as a completer once they have received their high school diploma. All of the requirements for full program completion would need to be earned by the end of the reporting year for the year in which there was enrollment.

Basic Skills Remediation and Retesting Requirements

The student may retest under the following circumstances:

- Remediation hours have been completed and documented.
- The student has waited a period of three months.

Language Arts -TABE 11 & 12

- 50-60 hours of instruction is recommended when testing with same level and different form.
- For a student at a higher level (ninth grade and above), 30-59 hours of remediation is recommended.
- If a student has no documented instructional time, they must wait three months to retest using an alternate form, or six months using the same level and form.

Reading and Math- CASAS 900 Series

- CASAS recommends re-testing students after 70-100 instructional hours (testing should not occur before at least 40 hours of instruction).

Basic Skills Remediation

Following admission to a program, if a student is unable to demonstrate the basic skills exit requirements, remediation will be provided. After remediation, the student can retest using the same assessment instrument before the completion of the program. A student only needs to meet the basic skills requirements for exit from the program.

After remediation, if the student's basic skills scores do not meet the program's exit requirements, the student may:

- Remediate further and retest.
- Pass a related state, national or industry licensure examination or certification defined by FLDOE and posted on the website: http://www.fldoe.org/core/fileparse.php/5652/urlt/2019-20-basicskills-with-License-exempt.rtf
- Be exempt from meeting the basic skills requirements of the program if they are a student with a disability and provide appropriate documentation and request an exemption based upon the disability.

Remediation is available to assist students in attaining the required basic skills levels. The remediation may be provided concurrently with enrollment in the CTE program, or, in certain cases (i.e., programs with waiting lists), prior to entry into the CTE program.

Basic Skills Assessment Accommodations

To receive accommodations for the CTE Basic Skills test, documentation must be provided to a counselor prior to scheduling the first test. Example: Copies of IEP's, 504's, ESOL services

Rescheduling

Failure to attend a scheduled test date will result in forfeiture of your testing fee. Should an unforeseen situation arise, please contact the Testing Center at 941.751.7900 x 1123 to reschedule the exam. Rescheduling is a one-time courtesy.

Students with a Disability

Manatee Technical College accepts secondary students with documented disabilities identified in the Individualized Education Plan or 504 Plan that indicates the student can benefit from the training offered at MTC. Adult students with disabilities are to self-disclose and self-identify their disabilities to their career counselor. He/she must provide current documentation of disability from qualified personnel, such as physicians, school records, vocational rehabilitation, etc. Upon determination of eligibility, a 504-accommodation plan will be written. Plans will be placed in the appropriate student's folder and on file in the Disability Resource Center coordinator's office.

Job Planning

The student is responsible to find their own job. Your instructor has many business and industry contacts in the field and is a good resource to help connect you to potential job openings. Your instructor and other staff members, including the Business and Industry Coordinator, will be able to assist you when you reach program completion. Please reach out to them to help you in your job search.

FINANCIAL

Financial Aid

The Financial Aid Office provides financial assistance to students who, without such aid, would be unable to attend. Grants and scholarships do not have to be repaid; however, students must make satisfactory progress in their programs in order to continue to be eligible for awards. We do not offer student loans.

Financial Aid for Ability-to-Benefit Students: Manatee Technical College ***does not offer*** non-high school graduates "ability-to-benefit" status to qualify them for federal financial aid.

Financial Aid awards are processed on, or about, your published disbursement date. Your aid will cover any outstanding balance, showing in your account, for the term. Any overage will be issued in the form of a check and mailed to your address of record. This credit balance check is to help with other educational expenses such as food, housing, etc. In the event of an over award, the student is responsible to return those funds. Payment should be made directly onto the student's account using his or her student portal or through the cashier at the Main Campus of MTC. Funds are never returned directly to the Financial Aid Office.

FAFSA

All students seeking financial assistance must complete the Free Application for Federal Student Aid (FAFSA). This application is available online at: https://studentaid.gov/. Our Federal School Code for all campuses is 015496. Adult applicants are required to complete a FAFSA at https://studentaid.gov/ to qualify for the following services:

CareerSource Suncoast Bradenton
1112 Manatee Ave. E. Bradenton, FL 34208
941.714.7449
https://careersourcesuncoast.com/

CareerSource Suncoast Sarasota
3660 N. Washington Blvd. Sarasota, FL 34234
941.358.4200
https://careersourcesuncoast.com/

Federal Financial Aid (Title IV) Available at Manatee Technical College

Pell Grant
We are a clock hour school. Federal Regulation mandates that students attend all the hours of each Pell Grant Payment Period to be eligible for additional funding. Students must also maintain a minimum grade of "C" to remain eligible for Federal Aid. Students will be evaluated after 450 clock hours or at half of their program length if the program is less than 900 clock hours.

Federal Supplemental Education Opportunity Grant (FSEOG)
This grant is awarded to students with exceptional financial need. The student's need is determined by completing a FAFSA. Awards will be given based on funds available and number of students with exceptional need, as determined by their FAFSA.

Federal Work Study
This federal program provides jobs to students to earn money to help pay for their educational expenses. Students must have an unmet need as determined by the completion of the FAFSA in order to be considered for employment. Students must be enrolled in a program of 600 clock hours or more to be eligible. Applicants will be required to be fingerprinted for a background check before they will be eligible to work. This process can only start after class begins. Students holding a Bachelors' Degree are eligibility for the Federal Work Study program.

Veterans Educational Benefits
We are certified by the Florida State Approving Agency for Veterans Educational Benefits. Veterans may apply for educational benefits online at https://www.va.gov/education/how-to-apply/. Veterans are also encouraged to complete

a FAFSA to determine their eligibility for additional funds.

State and Local Scholarships Florida's Bright Futures Scholarships
Students who use Bright Futures to register, but do not complete their entire registration period, will be required to pay back unearned awards or they will lose their Bright Futures eligibility.

Florida Student Assistance Grant
This grant is open to Florida Residents with financial need, as determined by the completion of the FAFSA, and who are enrolled in a technical program that is at least 450 clock hours. Students cannot be in default on any student loans or have a bachelor's degree. Proof of Florida Residency is required.

Florida Prepaid College Fund
This program provides an opportunity for a student's parents to pay in advance for a student's college education. Qualified students should present a current prepaid college fund card to the cashier, at the time payment is made. This card entitles students to use these funds to pay for their tuition only.

Manatee Technical College Scholarship
This scholarship typically assists, up to 50% of the costs of tuition only. Fees are not covered. In order to be considered for this scholarship, students are required to complete a FAFSA. This scholarship is open to Florida Residents, with a need, based on their cost of attendance. Students cannot be in default on any student loans or have a bachelor's degree.

Leave of Absence

If a Career and Technical Education student needs an extended absence, administration must pre-approve a leave of absence. A student may have only one leave of absence in a school year. However, the director may grant subsequent leaves for jury duty, or military reasons. A student taking an approved leave retains their in-school status. A student who does not return from the approved leave of absence will be considered withdrawn. A leave of absence request can be initiated by making an appointment with your career counselor who can direct you on how to proceed. Students cannot be guaranteed reentry in the same class or semester if the leave of absence is extensive, see program policies for more information.

Adult Education students are not permitted to take a leave of absence due to statutory requirements and MTC attendance policy.

Payments

Please note that MTC does not require up-front payment for an entire Career and Technical Education program. Actual refunds will be made based on actual term payments received at the time a refund is deemed necessary. For all non-financial aid students, all fees for each class will be due 7 days before the start of that class. Adult Education programs must be paid in advance, on a semester basis.

For all financial aid students, all financial aid documents must be received 14 days prior to the start of the class. All fees that are not covered by financial aid are also due seven days before the start of the class. Failure to provide documents or payment could result in non-enrollment or withdrawal from the program. All payments, including the processing of Financial Aid overpayments, are to be given to, and processed by, the cashier at MTC's Main Campus.

Refund Policy

Manatee Technical College has a fair and equitable refund policy for the refund of tuition fees, and other institutional charges. Refunds will not be processed until all financial obligations have been cleared.

A. Online Bookstore Return Policy

Any online purchases must be returned via the MTC Online Bookstore website according to the rules stated on the site. Purchases made on the Marketplace will be subject to the seller's return policy.

B. Main Campus Store Return Policy

All uniforms, and merchandise refunds and/or exchanges must be made ***within five days of purchase***.

The original receipt is required for a refund. Clothing must be returned unwashed, and unworn, in the same condition they were sold in. Any returns eligible for a cash refund require the completion of our Official Refund Form. Please contact the Main Campus Store for this form. This process can take up to six weeks to receive a refund check through the mail.

Books and uniforms purchased from the Criminal Justice Academy are non-refundable. For uniforms purchased from an outside vendor or online, the studentmust follow that

vendor's refund policy.

C. Career and Technical Education Programs

Tuition and fees refunds are as follows:

1. If, before the first class meets, MTC cancels a class, denies a student's enrollment, or a student withdraws:
   a. TUITION: 100% refund
   b. FEES: All fees refunded except application fee

2. If a student is enrolled, or enrolls in an OCP, but withdrawals prior to the end of the 5th class day:
   (Exception: OCP's that are less than 32 hours).
   a. TUITION - 100% refund
   b. FEES - All fees refunded, excluding application, and administration fees

3. If a student is enrolled and withdraws after the 5th class day of the programs start date:
   a. TUITION - No refunds
   b. FEES - No refunds except for drug testing/background checks (if the test or check has not yet been performed) and certification fees.

Remaining balances of $5.00 or less will not be refunded.

There is no refund for any class of less than 32 hours. There is no refund for personal enrichment classes if the student attends one class. There is no refund for the CTE (Basic Skills Assessment) test.

Refunds for students who are in the military and are called to active duty will be approved on an individual basis by an assistant director and/or director.

Students who have not visited the school facility prior to enrollment will have the opportunity to withdraw without penalty within 3 days following either attendance at a regularly scheduled orientation or following a tour of the facilities and inspection of the equipment.

Students may request a refund through a counselor at the time they complete their withdrawal form. However, MTC will refund tuition and fees without a request from the student. All refunds will be processed within 45 days of the completed refund request or after a students' unofficial withdrawal has been ascertained. To determine unofficial withdrawals, the school monitors student attendance at a minimum of once per month

(every 30 days). An official or unofficial withdrawal is determined by the next class meeting after the last date of attendance. A student on an approved leave of absence notifies the school that he or she will not be returning. The date of withdrawal shall be the earlier of the date of expiration of the leave of absence or the date the student notifies the institution that the student will not be returning.

D. Adult Education Programs

Tuition and fee refunds are as follows:

1. If, **before the first class meets**, MTC cancels a class, denies a student's enrollment, or a student withdraws:
    a. TUITION: 100% refund
    b. FEES: All fees refunded except application fee

2. Students may request a refund through a counselor prior to their class start date

3. No refunds will be provided to Adult Education students after the start of their scheduled class(es).

Additional Information

Anyone eligible and requesting a cash refund must fill out our **Official Refund Form**. This process can take **up to six weeks** to receive a refundcheck through the mail.

Program Transfers

Any student who wishes to transfer from one Career and Technical Education program to another must see a counselor. Since each program has its own entrance requirements, openings, and start dates, the counselor can assist in making this decision. Some programs may have common student performance standards; the counselor can provide accurate information. Please note, transferring programs after the start date will have an impact on students using Financial Aid for registration costs, including any aid used from Financial Aid to purchase books. Students must contact financial aid to determine eligibility in another program. Any student who wishes to transfer from full time to part time or from part time to full time must see a counselor for approval and must meet with financial aid to determine continued eligibility. These changes may not be approved.

Veterans

We are certified by the Florida State Approving Agency for Veterans Educational Benefits. Veterans may apply for educational benefits online at https://www.va.gov/education/how-to-apply/.

Veterans are also encouraged to complete a FAFSA to determine eligibility for additional Federal/State grants funding. MTC does not take participate in Student Loans.

Army, Coast Guard, Marine Corps, and Navy Transcripts

Space Force Transcripts are currenting in the process of being added.
https://jst.doded.mil/official.html

Air Force Transcripts

https://www.airuniversity.af.edu/Barnes/CCAF/Display/Article/803247/

Educational Benefits Available

Chapter 33: Post-9/11 GI Bill
Chapter 30: Montgomery GI Bill – Active Duty
Chapter 31: Veteran Readiness and Employment
Chapter 35: Dependents' Educational Assistance
Chapter 1606: Montgomery GI Bill – Selected Reserve

Tuition Assistance

MTC will accept approved tuition assistance vouchers from the Air Force, Army, Coast Guard, Marine Corps, Navy, and National Guard. MTC does not take participate in Student Loans or VRRAP grants

Pay Rates

You can check the current pay rates here: https://www.va.gov/education/gi-bill-comparison-tool/.

You can explore our programs on our website. On each program page, you will find the contact information for the career counselor of that program who can help you enroll. During the enrollment process, you will learn about the graduation requirements and the time it will take you to complete that program. The career counselor of that program is also your Academic Adviser.

HEALTH AND SAFETY

Campus Security Report

This report contains emergency information, crime definitions, and crime statistics for Manatee Technical College. It is designed to provide information concerning safety and security on all Manatee Technical College campuses should an emergency occur. The document is located on this webpage: https://www.manateetech.edu/quick-docs/

Controlling the Spread of Communicable Diseases

The School Board recognizes its responsibility relative to student, employee, and visitor health and safety. To protect the health and safety of the students, District personnel, and the community at large, the Board shall follow all State statutes and Health Department regulations that pertain to immunization under Policy 5320, and other means for controlling communicable disease spread through normal interaction in the school setting as set forth in Policy 8450.

Counseling/Treatment Programs

MTC is committed to providing each of its students and staff with a drug-free environment in which to attend classes and work. From a safety perspective, the users of drugs or alcohol may impair the well-being of students and staff, interfere with MTC's educational environment, and result in damage to college property. Therefore, it is the college's policy that the unlawful manufacturing, distribution, dispensation, possession, or use of narcotics, drugs, or other controlled substances or alcohol is prohibited on all MTC campuses or as part of any college-sponsored activity. MTC encourages the identification and treatment of alcohol and chemical dependency in its early stages before school or work is affected. Students interested in speaking with someone on campus may contact a career counselor at 941.751.7900. The following organizations offer drug/alcohol counseling and treatment programs:

- Alcoholics Anonymous: https://www.aa.org
- Centerstone: https://centerstone.org/locations/florida/
- https://centerstone.org/locations/florida/facilities/centerstone-bradenton-hospital-and-

addiction-center/

- Manatee County Health Department: http://manatee.floridahealth.gov

Drills & Emergencies

Regulations require that multiple fire drills be held periodically during the school year. MTC will also have at least two tornado drills each school year. In addition, the college also has other emergency drills. Each exit in each campus building is clearly indicated. During all drills, follow the instructor's directions. Causing a false alarm or reporting an alarm that is false, is a criminal offense in the State of Florida. In case of emergency situations requiring evacuation, students should follow evacuation routes. In other emergency situations, students should go to the designated safety areas inside the buildings as directed or exit the building if safe to do so.

Drug Screenings

Students must participate in a drug screening at MTC because these the programs listed below involve heavy machinery if under the influence, the student could cause harm to themselves or others. The programs that require drug screening are as follows: Advanced Manufacturing, Automotive Service (due to the electric over hydraulic lifts and strut spring compressor), Auto Collision (due to electric over hydraulic lift, welders, and jib crane), Carpentry and Building Trades & Construction Design (due to the routers, joiners, planers, table saws, and roof work), Diesel Mechanic (due to the electric over hydraulic lifts and strut spring compressor), Emergency Medical Technician, Florida Law Enforcement Academy, Fire Fighter I & II, Fire Fighter/Emergency Medical Technician Combined, Marine Service (due to jib crane and motortesting station similar to a dynamometer for marine engines), Electrician (because the final course in the program is Industrial Electricity), Electrical and Instrumentation Technology, Heating, Ventilation and Air Conditioning, Industrial Technology, Machining, Paramedic, Welding (due to the grinders and possibility for explosion from gases).

If an internship, apprenticeship, or clinical site requires a drug test prior to allowing the student on their site, the student will be subject to a suspicion-less drug test at their expense. These programs include all nursing programs, Dental Assisting, EMT, Fire Fighter, Paramedic, Medical Assisting, Pharmacy Tech, and Surgical Technology.

Drug testing will be done randomly throughout the academic year. During the drug test, the students will be asked to submit to a urinalysis. Drug screenings are completely confidential and will only be shared with appropriate college personnel, and parents or

guardians of high school students under the age of 18. Students must test negative to remain in the program and avoid consequences.

Exceptions will be made if medical documentation is provided explaining the validity of a legally prescribed chemical presence. All prescriptions must be in the original container and dated within one year. This does not include a physician's order or referral.

If a student tests positive, it will result in immediate withdrawal. The student would not be eligible to return until the next term the OCP is available AND provide a negative drug screening from an authorized drug testing company. The student can contact their career counselor for the most updated list of these companies.

Please note that some licensure programs may have more restrictive policies regarding a positive test. See the program counselor for these requirements. **Again**, those that test positive are excluded from certain programs based on the health, safety, and welfare of themselves and others. If a student is in a dual-enrolled high school program, the parent will be notified, the high school will be notified, and the student will be returned to their districted high school.

Reasonable Suspicion: If any student during the school year exhibits suspicious behavior in or around Manatee Technical College or clinical site, the instructor will immediately secure help from a second instructor, administrator, or faculty member. The emergency hotline for drug testing will be called immediately. The student will be escorted to the office to wait for the drug testing company to come and test the student. Reasonable suspicion may result in a urinalysis test. If alcohol is suspected, the student may be subject to a breath-test.

Refusal of Testing: If a student leaves for any reason before or after the drug testing company arrives, it will be considered a positive drug test and appropriate consequences will be followed.

Challenge of Testing: If the student feels that his/her drug test is a "false positive", the student has the option to send the same sample to the lab for further testing. The student will remain out of the program until the results are returned.

Drug/Alcohol Abuse and Prevention

No student or staff shall distribute, dispense, possess, use or be under the influence of any alcoholic beverage, malt beverage, fortified wine, or other intoxicating liquor.

No student may unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any narcotic drugs, hallucinogenic drugs, amphetamines, barbiturate, marijuana, anabolic steroid or any other "controlled substance" before, during, after school hours on any Manatee Technical College, or at College-sponsored activities or events.

Harassment

District technical colleges shall inform students and employees at orientation and on their websites of the existence of the Florida Department of Law Enforcement sexual predator and sexual offender registry website and the toll-free telephone number that gives access to sexual predator and sexual offender public information pursuant to Florida law. The Florida Department of Law Enforcement (FDLE) sexual predator and sexual offender registry website may be accessed at:
https://offender.fdle.state.fl.us/offender/sops/home.jsf. FDLE toll-free number: 1.888.357.7332 (for TTY Accessibility: 1.877.414.7234)

No one should be subjected to harassment or bullying at this school for any reason. It is expected that all students will treat others in ways that convey respect and consideration for individuals, regardless of race, marital status, national origin, creed, religion, gender, sexual orientation, age, or disability. Both bullying, and harassment are prohibited at the college, during college-related activities (whether on or off campus), and through the use of computers or other electronic devices, which is known as cyberbullying.

Cyberbullying and harassment are also prohibited through the use of off-campus internet posting, phone calls, or text messaging if such behavior disrupts the orderly environment of any district school, college, or activity or interferes with the educational opportunities of others.

Such conduct referencing or directed at an individual or group that demeans the person/group based on race, ethnicity, religion, gender, sexual orientation, creed, age, disability, or other extraneous factors is prohibited and shall be grounds for disciplinary action. Disciplinary action for students found or deemed guilty of bullying or harassment will be dependent upon, but not limited to, the student's attitudes, intent, the effect on other students and/or staff, mitigating circumstances, and the student's disciplinary history. Consequences and appropriate remedial action for students who engage in bullying or harassment may range from positive behavioral interventions up to and including suspension, reassignment to an alternative program, and expulsion.

Racial harassment – includes name-calling, taunting, gestures, intimidation, conduct, jokes, pictures, and slurs is prohibited. Such conduct referencing or directed to individuals or groups that demeans them based on race or ethnicity is prohibited and is grounds for disciplinary action, including suspension and/or expulsion.

Sexual harassment and "sexting" - includes all unwanted, uninvited, and non-reciprocal sexual attention as well as the creation of an intimidating, hostile, or offensive college or work environment. This can include:

- Sexually suggestive looks or gestures.
- Sexual jokes, pictures or teasing.
- Pressure for dates or sex.
- Sexually demeaning comments in person, online or on social media.
- Deliberate touching, cornering, or pinching.
- Attempts to kiss or fondle.
- Threats, demands, or suggestions that favors are granted inexchange for sex or tolerance of sexual advances

If while under the jurisdiction of the School District you post, send or forward to anyone else a nude or sexually revealing photo of a person through the internet or text message, or if you show such photos to other people, you will be suspended from the college and you may be recommended to be withdrawn. You may also be subject to arrest for violation of child pornography laws if the student in the photo is a minor. If you are found to have sent any such images or messages to other students or faculty of the college, regardless of time or location, you still may be subject to college-based consequences under Florida cyberbullying and harassment laws.

Disciplinary action for students guilty of sexual harassment will be dependent upon, but not limited to, the student's attitudes, intent, the effect on other students and/or staff, mitigating circumstances, and the student's disciplinary history. Based on these factors, discipline may be imposed, up to and including suspension or withdrawal. Law enforcement may be contacted. Please refer to the School District of Manatee County Student Code of Conduct for further information.

Hazing

Students shall not participate, or conspire for others to participate, in harassing acts that may injure, degrade, disgrace, or put others at risk in anyway. Hazing may result in suspension or withdrawal.

Severe Weather

Manatee Technical College will follow the severe weather closings of the School District of Manatee County. Watch the news on the TV or online or listen to local weather reports for announcements of school closings.

Student Accidents & Injuries

In the event of an accident or injury on campus, students are responsible for notifying the instructor or other MTC personnel immediately. Faculty/staff will handle injuries such as superficial lacerations or abrasions. Emergency medical services will be contacted for a serious injury or medical condition. All students should have emergency contact information in our PeopleSoft: Campus Solutions student information system.

Limited Student Accident Insurance – Full-time, Career Preparation and Adult Education students attending any campus day or night are covered, as are students on clinicals and field trips. Students attending Continuing Education are not covered. High school students are covered through the District's policy and do not pay the fee. Again, all accidents must be reported to an instructor or available staff member immediately. Student accident insurance is a secondary insurance policy. Students should file an initial claim with their own insurance first.

Technology and Internet Safety Policy

Technology is an integral part of your educational experience and must be used in a way that is consistent with the goals of the School District of Manatee County (SDMC). Technology includes, but is not limited to, computers, other electronic devices, software, email, the Internet, and other network resources. Your use of technology is a privilege, and you are responsible for using it appropriately. This includes the use of district technology while off school property. Refer to the discipline matrix for possible disciplinary conseuquences.

The following are improper uses of technology:

a. Photographing, recording, or using images of any person without their knowledge or consent.

b. Accessing pornographic or obscene images, language, or materials, including screen savers.

c. Transmitting any material in violation of federal, state, local law, School Board policy, regulation, or the District Code of Student Conduct. This includes but is not

limited to copyrighted material; threatening, obscene or pornographic material; test questions or answers; student work products; trade secrets; and computer viruses or malware.

d. Using technology for commercial activities unless explicitly permitted by the School Board.

e. Modifying the original SDMC pre-set software image including, but not limited to loading software applications not authorized by SDMC; changing the computer name; changing or removing operating system extensions; altering security/filtering software; altering the pre-loaded operating system or application; or taking apart the computer for access to internal parts.

f. Downloading music, games, or videos at any time on a district computer.

g. Using cellular phones or other wireless communication devices during unauthorized times of the school day. Cellular phones, tablets, and other electronic devices may only be used on campus before or after school unless your school has different policy restrictions, or you have permission from an administrator or designee.

h. Using email, instant messaging, texting, web pages or other technology operations to threaten, disrupt, or interfere with the safety and welfare of the school community, including engaging in cyber-bullying, harassment,or “sexting.”

i. Gaining or attempting to gain unauthorized access to SDMC networks, computer servers, or data files.

j. Gaining or attempting to gain unauthorized access to non-SDMC networks, computer servers, or data files utilizing SDMC equipment.

k. Using profanity, obscenity, or other language which may be offensive to another person, or reposting personal communications without the author’s prior consent, when using computer network access.

l. Downloading or printing any material that is deemed inappropriate by the School District.

m. Attempting to log on to the SDMC network or other district-affiliated systems using another’s identity or password.

n. Sharing of logins and passwords to the SDMC network.

o. Bypassing or attempting to bypass SDMC filtering software.

p. Unauthorized disclosure use and dissemination of personal information regarding students, unauthorized online access by students, including hacking and other unlawful activities, and access by students to inappropriate matters on the Internet is prohibited.

NOTE: There is no right or expectancy of privacy on District provided or owned technology. College officials may review any information or files on such technology at any time.

Tobacco-Free Policy

Use of ALL tobacco products is prohibited on all School District of Manatee County owned or leased property, including, but not limited to, all interior and exterior parts of any campus, ancillary facilities, work sites and facilities, parking lots and vehicles, as well as at any event sponsored by MTC or the School District of Manatee County. Any non-employee who has been given notice of this policy by a college official and fails to comply will be asked to leave the premises. Any person who is asked to leave the premises and refuses or who leaves but returns without permission shall be deemed a trespasser and shall be subject to arrest.

Tobacco products include, but are not limited to, real or electronic cigarettes, any vaping products, cigars, pipes or blunts; rolling/loose tobacco; smokeless tobacco such as chewing tobacco, dip, snuff, snus, or any other substance containing tobacco, nicotine or product simulating the use of effects of tobacco.

POLICIES/PROCEDURES

Acknowledgment of Responsibility

Failure to review the student code of conduct will not relieve the student or the parent/guardian of the responsibility for compliance with the code or accountability for loss or damage to School District of Manatee County property. By enrolling at Manatee Technical College, you agree to abide by this Student Handbook.

Academic Integrity

As a part of the School District of Manatee County, Manatee Technical College is committed to fostering a culture of academic integrity. Students,instructors, administration, and parents understand that hard work produces great results.

As a student at Manatee Technical College, you agree that:

- I learn best when I complete my own work.
- I am responsible for protecting my own work.
- asking for help when I do not understand how to complete my work is a positive practice.
- it is important to give credit to sources and their authors.

There are academic and disciplinary consequences for cheating.

- **CHEATING** includes all the following, **but is not limited to**:
  - Copying work of others or claiming someone else's work to be mine.
  - Allowing others, including family, friends, or classmates to complete my work.
  - Completing work for someone else.
  - Using archived work from previous terms.
  - Sharing answers, questions, or work, unless specifically instructed to do so by my classroom teacher.
  - Participating in inappropriate testing behavior.
  - Using electronic devices, the Internet, or social media to achieve any ofthe above.
  - Plagiarizing, whether it is done intentionally or accidentally.

- **PLAGIARISM** includes all the following, **but is not limited to**:
  - Copying from sources without directly quoting and properly citing those sources.
  - Paraphrasing from sources without citing those sources or taking ideas from sources without citing those sources.

Attendance

Career & Technical Education Students and Adult Education Students

- Students are expected to be in class, on time and ready to learn. There are no excused or unexcused absences. The student is either present or absent.
- Students attending an approved field trip or other college-sponsored activity are marked present.
- If a student is unable to attend a scheduled class or field trip, the student shall contact the instructor to self-report the absence.
- Any student with five full absences or a combination of partial absences during a quarter may be withdrawn based on the instructor's or career counselor's recommendation.
- Two partial attendance days (missing more than an hour including being late or leaving early) count as one absence.
- Three tardies or three leaving the class early count as an absence.
- In compliance with Florida statute, any adult student with six consecutive absences shall be withdrawn. The withdrawal date shall be the first of the six days the student was absent.

- ***First Withdrawal for Poor Attendance*:** A student withdrawn due to poor attendance may apply for readmission for the next semester. Students previously withdrawn for attendance reasons and who are later readmitted will be required to comply with a Performance Improvement Plan to remainin the program. See Specific Program policies for more information.
- ***Second Withdrawal for Poor Attendance*:** A student withdrawn for poor attendance a second time must be out of school until the next school year begins and may apply for readmission; the student will be accepted on a space-available basis. A Performance Improvement Plan must be signed before the student can re-enter the program. See Specific Program policies for more information.
- ***Third Withdrawal for Poor Attendance*:** Any student withdrawn for poor attendance a third time may apply for readmission after one school year. See Specific Program policies for more information. Please note that some programs may require more stringent attendance policies due to licensure and/or state certification requirements.

Adult Education Students

In addition to the policies in the above section, the following also apply to Adult Education courses:

100% Online GED® preparation and ESOL Courses

- Online GED® preparation and ESOL students must complete at least 10 hours of work in their assigned online program(s) each week. Failure to complete 10 hours of coursework in any given week may result in withdrawal from the online GED® preparation and/or ESOL class.
- In compliance with Florida statute, any 100% online Adult Education Student with six consecutive absences, the equivalent of zero hours of online work in a one-week period, may be withdrawn.

Hybrid GED® preparation and ESOL courses

- Hybrid GED® preparation and ESOL students must complete at least five hours of work in their assigned online program(s) each week AND attend face-to-face classes two days each week. Failure to complete 10 hours of course work five hours of online work AND five hours of face-to-face class in any given week may result in withdrawal from online GED® preparation and/or ESOL class.
- In compliance with Florida statute, any hybrid Adult Education student with six consecutive absences, the equivalent of zero hours of online work who also does not attend class twice in the same week, shall be withdrawn.

100% Face-to-Face students

- In compliance with Florida statute, any face-to-face Adult Education student with six consecutive absences shall be withdrawn.

Dual Enrollment

- High school students are expected to follow the MTC attendance policies.
- High school students who drive to campus or ride with a driver are expected to arrive and leave the classroom at regular MTC school hours (not high school bus hours).
- High school students are not permitted to leave campus during the day.

Cell/Mobile Phones

All cell phones should be on vibrate and out of sight during classroom time. Texting while in class is prohibited. Students may use cell phones before and after school, while on break and during lunch. Cell phones may be used in class if the instructor has given permission to do so for a college-related purpose. If an EVACUATION is ever announced, cell phones are NOT to beused as they could inadvertently trigger a remote-control explosive device.

Dress Code

The dress and grooming of district students shall be neat and clean, promoting a safe and positive educational environment. Apparel that disrupts educational activities and processes of the school may result in the removal of the student from the regular learning environment until acceptable apparel can be secured for the student. Failure to comply with the dress code may result in disciplinary consequences outlined in state statute and the district discipline matrix.

Requirements for student dress in all schools are listed below:

a. All shirts and blouses must cover midriff, back, sides, and all undergarments including bra straps at all times. All shirts, tops, and dresses shall have sleeves and cover the shoulders.

b. Shorts, skirts, divided skirts, dresses and culottes are allowed. They must be mid-thigh length or longer.

c. All trousers, pants, or shorts must fully cover undergarments, including boxer shorts.

d. All clothing, jewelry, or tattoos shall be free of the following: profanity; violent images, wording or suggestion; sexually suggestive phrases or images; gang related

symbols; alcohol, tobacco, drugs or advertisements for such products.

e. Safe and appropriate footwear must be worn. Inappropriate footwear includes, but is not limited to, roller skates, skate shoes, and bedroom slippers.

Further Clarification/other requirements:

a. Form-fitting leotard/spandex type clothing is not allowed unless proper outer garments cover to mid-thigh length or longer.

b. See-through or mesh fabric clothing may only be worn over clothing meeting requirements.

c. Clothing must be appropriate size, with the waist of the garment worn at the student's waist.

d. Clothing and footwear traditionally designed as undergarments or sleepwear shall not be worn as outer garments.

e. Sunglasses may not be worn inside unless a parent provides a doctor's note to the school. Field trips are exceptions.

f. Bandanas or sweatbands are not allowed to be visible on school grounds during regular school hours.

g. Hats or other head coverings may be worn during outside activities and may not be worn during any portion of the regular school day without the expressed permission of the director or designee.

h. If the school has a mandatory school uniform policy, the student must adhere to those requirements.

ID Badges

All students must wear their MTC identification badge. It must be always visible while on campus. IDs are part of the administrative fee during initial enrollment. It is to be worn below the shoulder and above the waist. If lost or misplaced, a new ID must be purchased in the Book Store for $10.

Lost and Found

All articles found on campus are to be turned in to the Administration Office. Lost articles not claimed may be disposed of after 30 days.

Manatee Technical College and the School District of Manatee County are not responsible for lost, stolen or broken items while on campus.

Parking

All student-driven vehicles must have a parking tag that can be purchased from the Bookstore on the Main Campus. Students must have a valid driver's license to be issued a parking permit. The cost is part of the administrative fee; the tag must always be displayed in the vehicle. No skateboards or hoverboards are allowed on campus. Manatee Technical College nor the School District of Manatee County is responsible for damages or theft to cars, trucks, bicycles or motorcycles, etc., or their contents.

Searches and Seizures

You, your locker, vehicle, purse, backpack, and other personal possessions may be searched if there is a reasonable belief (suspicion) that any of them contain drugs, weapons, contraband, or other items not permitted on campus. If you refuse to consent to a legal search while on school property or under the jurisdiction of school personnel, administrative action may be taken that would be consistent with possessing any unauthorized or illegal items you were suspected of carrying. Running or fleeing from staff so as to prevent a justified search may also be grounds for similar administrative action. Trained sniff-screening dogs are allowed in the schools to prevent drugs and weapons at school. Routine checks by the dogs are not considered a search; however, an alert by the dog gives reasonable suspicion for a search. Dogs may not check students themselves to determine probable cause for a search. The use of trained dogs is a safety precaution to provide you with a safe school in which to learn.

Student Discipline

For a detailed description of Student Discipline, you can locate the School District of Manatee County Code of Student Conduct on the District website at www.manateeschools.net. Click on "Parents and Students" then "Student Code of Conduct".

FAILURE TO REVIEW THE STUDENT CODE OF CONDUCT WILL NOT RELIEVE A STUDENT (OR THE PARENT/ GUARDIAN) OF THE RESPONSIBILITY FOR COMPLIANCE WITH THE CODE OR ACCOUNTABILITY FOR LOSS OR DAMAGE TO SCHOOL DISTRICT OF MANATEE COUNTY PROPERTY. BY ATTENDING MTC, YOU AGREE TO ABIDE BY THIS HANDBOOK.

Disciplinary infractions and the responses to them are divided into four levels. Each level represents progressively more serious infractions beginning with Level 1, petty acts of

misconduct, culminating in Level 4 offenses, the most serious threats to safety. Corrective responses to infractions become progressively more severe as one moves upward in the levels of misconduct. It is the administrator's or their designee's responsibility to determine the level of the offense that has been committed and the appropriate response.

In certain circumstances, a combination of corrective measures may be appropriate. **It is important to understand that certain programs might have different and more severe corrective measures based on program guidelines. These guidelines will be explained to students when enrolled in the programs.**

LEVEL 1 - Disciplinary Infractions and Administrative Actions

Infractions	Administrative Actions
• Cell Phones and Wireless Communication or Electronic Devices that are Visible, Activated, or Inappropriately Used During Regular Hours • Disrespect for Others • Disruptive Conduct (minor) • Dress Code Violation • Failure to properly display student ID (1st Offense) • Horseplay • Inappropriate Behavior • Inappropriate Gestures, Language or Materials • Medication Policy Violation (Over the Counter or legitimate prescription) – possession or use only • Profanity, cursing • Public Display of Affection • Tardy to Class • Violation of Attendance Procedures	• Counseling and direction • Verbal reprimand • Return of property, payment for same or restitution for damages • Performance Improvement Plan

LEVEL 2 - Disciplinary Infractions and Administrative Actions

Infractions	Administrative Actions
• Aggression, Non-Physical • Blackmail • Bullying - 1st Offense • Cheating or Plagiarism • Contraband - 1st Offense • Defiance • Disrespect for Others (repeated) • Disrespect to Staff or Authority • Disruptive Conduct (repeated) • Endangerment • Extortion • Failure to properly display student ID (Repeated) • False or Misleading Information • Fireworks **(LE-Optional)** • Harassment - 1st Offense • Intentional Damage of Personal/School • Property (under $1,000) **(LE-Optional)** • Leaving Campus without Authorization (HS) • Medication Policy Violation – repeated possession, misuse or providing • Out of Area • Possession of E-Cigarette • Repeated Misconduct of a Level 1 or 2 • Infraction • Theft (Less than $300) **(LE-Optional)** • Tobacco (Possession/Use if under the age 18) **(S) (LE-Optional)** • Tobacco (Possession/Use if 18 years of age or older) • Unauthorized computer access • Unauthorized Use of Other Person's Name, Signature, or Identifying Number	• Performance Improvement Plan • Confiscation of unauthorized materials • Suspension from the college** • Return of property, payment for same, or restitution for damages • Temporary or permanent removal from extracurricular/co-curricular program or activity

**** FS 1006.09(1)(b) Written notification, within 24 hours, by U.S. Mail (LE) Notify Law Enforcement (S) SESIR Report to DOE**

LEVEL 3 - Disciplinary Infractions and Administrative Actions

Infractions	Administrative Actions
• Aggression, Physical • Alcohol Possession or Use **(S) (LE- Optional)** • Bullying – Repeated **(S) (LE- Optional)** • Computer Fraud (Accessing or breaking into files that are unauthorized) **(LE- Optional)** • Contraband (2nd possession or sale of) • Criminal Street Gang Activity **(LE)** • Dating Violence • Display or Use of any Chemical Self-Defense Spray **(LE- Optional)** • Disorderly Conduct (Disruption) **(S) (LE Optional)**. • Disrespect to Staff (Repeated) • Drugs – Poss./use 1st Offense; Prescription Drugs; Illegal Drugs **(S) (LE- Optional)** • Fighting - No Injury, No Weapon and no restraint necessary • Harassment (repeated) **(S) (LE)** • Inhalant/Inhaling/Huffing **(LE- Optional)** • Posting images or video of others violating school rules to the Internet • Other Serious Misconduct • Repeated Misconduct of a Level 2 or 3 • Infraction **(LE-Optional) (≠)** • Sale of Contraband **(LE-Optional)** • Sexting **(LE-Optional) (DCF-Optional)** • Sexual Harassment **(S) (LE) (DCF)** • Sexual Offenses (Lewd Behavior or Indecent Exposure) **(S) (LE) (DCF)** • Theft (over $300) **(S) (LE)** • Threats, Intimidation **(S) (LE- Optional)** • Trespassing **(S) (LE)** • Vandalism under $1,000 **(LE-Optional)**	• Performance Improvement Plan • Suspension from the college** • Temporary or permanent removal from extracurricular/co-curricular program or activity • Return of property, payment for same, or restitution for damages • Confiscation of unauthorized materials • Recommendation for Expulsion/Withdrawal

**** FS 1006.09 Written notification, within 24 hours, by U.S. Mail (LE) Notify Law Enforcement**
(S) SESIR Report to DOE (≠) Report to Law Enforcement and/or SESIR if original

LEVEL 4 - Disciplinary Infractions and Administrative Actions

Infractions	Administrative Actions
• Alcohol – Repeated or Distribution **(S) (LE)** • Arson **(S) (LE)** • Battery **(S) (LE)** • Bomb and Explosion Threats or Firearm Threats **(S) (LE)** • Burglary **(S) (LE)** • Criminal Street Gang Activity (repeated) **(LE)** • Cyber Attack (Introducing Programs or • Tools into Network Server) **(LE)** • Drugs- Repeated; Prescription Drugs; Illegal Drugs, distribution **(S) (LE)** • False Accusation – Teacher or School Board Employee **(LE-Optional)** • False Fire Alarm **(S) (LE- Optional)** • Fighting – Injury or Weapon and requires physical restraint **(S) (LE-Optional)** • Firearms **(S) (LE)** • Force or Violence against School Employees or Volunteers **(S) (LE)** • Hazing **(S) (LE-Optional)** • Inciting, Leading or Participating in a Major Student Disruption **(S) (LE)** • Other More Serious Misconduct **(S) (LE)** • Repeated Misconduct of a Level 3 Infraction **(LE- Optional) (≠)** • Sexual Battery **(S) (LE) (DCF)** • Sexual Offenses (Sexual Contact, Lewd • Behavior of a More Serious Nature) **(S) (LE) (DCF)** • Victimization/Extortion or Threats/Intimidation of More Serious Nature **(S) (LE)** • Vandalism over $1,000 **(S) (LE)** • Weapons – Possession or Use of **(S) (LE)** • Weapon-like contraband possession **(LE-Optional)**	• Suspension from the college** • Extended suspension * • Recommendation for Expulsion /Withdrawal

**** FS 1006.09(1)(b) Written notification, within 24 hours, by U.S Mail (LE) Notify Law Enforcement, (S) SESIR Report to DOE (≠) Report to Law Enforcement and/or SESIR if original infraction is reportable Notify Department of Children & Families**

Talent/Participant Release

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA requires that the School District of Manatee County, with certain exceptions, obtain written parental consent prior to the disclosure of personally identifiable information from a child's education records. However, the District may disclose appropriately designated "directory information" without written consent, unless the parent has advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the School District to include this type of informationfrom education records in certain publications. Examples include but are not limited to:

- Advertisements
- Press Releases
- Honor Roll or other lists.
- Graduation programs; and
- SkillsUSA, HOSA, Honor Societies, activity sheets.
- Directory information, which is information generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent.
- Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks and law enforcement agencies.

If you are over the age of 18 and object, you must object in writing to your instructor who will inform College Administration.

If parents of a minor do not want the School District to disclose directory information from their child's education records without prior written consent, they must notify the District in writing by September 15 of each year or within 30 days of receiving this annual notice. The School District has designated the following information as directory information:

- Student's name.
- Electronic mail address.
- Photograph or other likeness.
- Date and place of birth.
- Major field of study.

- Dates of attendance.
- Grade level.
- Participation in officially recognized activities.
- Degrees, honors, and awards received.
- The most recent school attended.

NOTE: Objecting to the release of directory information may result in your name, photograph, video/audio and other directory information being excluded from publications and press releases. Both parents have a right to see the school records of their child unless there is a certified copy of a court order on file at the school that specifically denies the right to access school records. Copies of school records are available for minimal copying charge. If you have any questions about these rights, please contact your school office.

Uniforms

MTC has a program-specific uniform policy. The counselor will be able to provide information regarding color, styles, and price. All students are required to wear their program's uniform shirts (and pants, and specific shoes, if required).

Weapons and Firearms

According to Florida Statute 790.115(2)(a) students will not possess any firearm, destructive device, or other weapon as defined in F.S. 790.001(13). Withdrawal from the program is required, even if you brought the firearm or weapon for self-defense. ***NOTE:*** Per F.S. 790.115, the School District of Manatee County strictly prohibits any firearms from being stored in student vehicles parked on any school grounds or at any school-sponsored event. The Director or designee may give you permission to possess a gun or weapon while on campus or at a school function when the gun or weapon is part of the curriculum of the school. An example of this is when a gun or rifle may be part of Law Enforcement Program drill and firing ranges. If you bring weapon-like contraband to school, to any school function, or onto any school sponsored transportation, or if you use any non-weapon as a weapon to threaten or injure others, you will be withdrawn from your program.

STUDENT SUPPORT

Equity, Diversity, and Inclusion Policy

The School District will ensure equal opportunity and access in relation to all stakeholders: students, families, and staff within the School District community, by valuing, acknowledging, recognizing, and celebrating everyone in our school system. We are committed to inspiring our school community to be accepting, open-minded, and willing to learn from individuals from various backgrounds.

The School District has adopted policies and procedures that promote diverse and equitable access for all stakeholders: students, families, and staff within the School District community regardless of race, color, national or ethnic origin, language, culture, gender, sex, gender identity, gender expression, sexual orientation, religious and spiritual beliefs, age (except as authorized by law), political beliefs,marital status, handicapping condition(s), social and family background (collectively protected characteristics), or physical and learning abilities.

https://go.boarddocs.com/fl/mancofl/Board.nsf/Public# (po9142)

Freedom of Expression

The free expression of student opinion is an important part of education in a democratic republic. A student's verbal and written expression of private opinion on college premises is to be encouraged as long as it does not disrupt the educational process or interfere with the rights of others.

Distribution of written material, oral expression, or any other expressive activity (including the wearing of symbols, clothing, hairstyle, or other personal effects) may be restricted where a disruption of the educational process is likely to result or does result from such activity. Disruption includes:

- Inability to conduct classes or school activities, or inability to move students to/from class or other activities.
- Breakdown of student order.
- Widespread shouting or boisterous conduct.
- Physical violence, fighting, or harassment of any kind among students.
- Intimidation, harassment, or other verbal conduct (including swearing, disrespectful or insulting speech to students, teachers, administrators, or college personnel) creating a hostile educational environment.

- Defamation or untrue statements.
- Statements that attack ethnic, religious, gender, or racial groups, or that tend to provoke a physical response, including gang symbols or apparel, insults, or other fighting words that could reasonably be anticipated to provoke a physical or otherwise disruptive response will result in suspension.
- Student participation in a boycott, sit-in, stand-in, walk-out or similar activity.
- Speech encouraging disobedience of college rules or health and safety standards (such as apparel advertising alcohol, drugs, tobacco,etc.)
- Official college publications (such as our Program Guide or any other publication) and student expression that occurs under circumstances where it is sponsored or endorsed by the college (such as speech at student assemblies or dramatic productions) are not private speech of students. Rather, they are public communicative activities of the college, over which the college retains control to the extent permitted by the First Amendment and state statutes. Such speech shall be subject to regulation not only under the standards set forth in the paragraph above, but also for any other legitimate educational reasons as determined by the college. Students who violate the standards for verbal and written expression shall be subject to corrective action or disciplinary action, up to and including suspension or being withdrawn.

Prohibition of Discrimination and Title IX

Manatee Technical College (MTC) is part of the School District of Manatee County. The School Board does not discriminate on the basis of race, color, ethnicity, religion, 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), ancestry, genetic information, which are classes protected by State and/or Federal law (collectively, "protected classes") in its programs and activities, including employment opportunities. It is the legal obligation and the policy of the Board to employ only those persons who are best qualified, with or without reasonable accommodations. The Superintendent shall appoint a compliance officer whose responsibility it will be to require that Federal and State regulations are complied with and that any inquires, or complaints are dealt with promptly in accordance with law. S/He shall also require that proper notice of nondiscrimination for Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act will be provided to staff members and the public. Any sections of the District's collectively bargained negotiated agreements dealing with hiring and promotion will contain a statement of nondiscrimination similar

to that in the Board's statement above.

Compliance Officer
The following person is designated as the Compliance Officer (CO): Doug Wagner
215 Manatee Ave. W. Bradenton, FL 34205, 941.708.8770 x 41052
equitycoordinator@manateeschools.net.

Title IX

Title IX of the Education Amendments Act of 1972 is a federal law, enacted in 1972, which states: “No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financialassistance."

On May 6, 2020, the United States Department of Education released its final rule under Title IX of the Education Amendments of 1972. The final rule requires school districts to follow a specific Title IX Grievance Process while investigating allegations of sexual misconduct. The Office of Civil Rights of the United States Department of Education considers sexual misconduct (including sexual harassment, sexual violence, sexual assault, and intimate partner violence) to be a form of sexual discrimination and requires the school districts to take immediate and effective steps to respond to sexual misconduct.

Title IX Jurisdiction

For a Title IX investigation to apply, the incident must meet the definition of sexual harassment, and it must have occurred in an education program or activity in which the District has substantial control over both the respondent and the context in which the harassment occurred.

"Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. Any School District of Manatee County employee conditioning the provision of an aid, benefit, or service of the recipient on an individual’s participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient’s education program or activity; or
3. “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as

defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

Title IX Responsibilities and Obligations

The School District of Manatee County takes its obligation to comply with Title IX very seriously. Inquiries concerning the application of Title IX and the Grievance Procedures may be referred to the District’s Title IX Coordinators:

Schools and Educational Facilities Dr. Robert “Pace” Edwards, Title IX Coordinator 2501 63rd Avenue East Bradenton, FL 32403 (941) 751-6550 x 43038 Email: Edwards2p@manateeschools.net

District and Employment Doug Wagner, 215 Manatee Avenue West Bradenton, FL 32406 (941) 708-8770 x 41052 https://www.manateeschools.net/titleix

Student Clubs / Activities

HOSA-Future Health Professionals
HOSA-Future Health Professionals is a national career and technical student organization endorsed by the U.S. Department of Education and the Health Science Education Division of the Association for Career and Technical Education (ACTE). The mission of HOSA is to empower HOSA-Future Health Professionals to become leaders in the global health community through education, collaboration, and experience. Its purpose is to develop leadership and technical HOSA skill competencies through a program of motivation, awareness, and recognition, which is an integral part of the Health Science Education instructional program. The MTC postsecondary/collegiate chapter is open to any student enrolled in a postsecondary health science program during the current school year.

National Technical Honor Society
The National Technical Honor Society is an honor organization for students who achieve outstanding success in vocational-technical education. It is America’s foremost scholastic honor for excellence in workforce education. Fewer than two percent of America’s secondary and postsecondary students are nominated for membership into this prestigious organization. Students are nominated by their instructors and a ceremony is held bi-annually to induct new members.

SkillsUSA
SkillsUSA is a national career and technical student organization that serves trade, industrial, and technical students and instructors. SkillsUSA is dedicated to developing a well-rounded education by enhancing leadership, citizenship, safety, and skill training. Members compete on regional, state, and national levels in their skill areas as well as leadership and occupationally related contest areas. The instructors at Manatee Technical College support and encourage participation in this student organization.

National Adult Education Honor Society
The National Adult Education Honor Society is a national organization providing "meaningful recognition to deserving adult education students, to improve student employment opportunities, to develop student ambassadors for local adult education programs and to create adult education awareness with school administrators and state legislators." Students are nominated by their instructors "based on dependable attendance, a cooperative attitude, and work ethic."

Student Grievances

All students are entitled to due process. If you believe you have been treated unfairly, you can expect that your grievance will be settled in a timely and fair manner.

1. When initiating a grievance, the student should first make every reasonable effort to resolve the issue with the instructor or staff member concerned.
2. If the situation cannot be resolved, the student should see his or her career counselor, program director or allied health coordinator to discuss the grievance. During this meeting, the counselor/director/coordinator will assist the student in documenting the grievance, the actions that need to be taken towards resolution, and the results of those actions taken.
3. If a resolution could not be reached, the student will make an appointment with the campus Assistant Director. During this meeting, the Career Counselor will be present as the student's advocate. All further actions taken~~,~~ and the results of those actions must also be documented. If a resolution is not reached by this point, the Assistant Director will organize a Grievance Hearing that consists of a non-partisan group that will review all the documentation compiled. They will then separately discuss the grievance with the student and the instructor/staff member. The members of the group will then discuss the findings and arrive at a mutually agreed upon resolution. This resolution will be presented separately to the student and then to the instructor/staff member. If the student is not satisfied with the Grievance Hearing resolution, the next step is to:

4. Make an appointment to meet with the MTC Director. All previously collected documentation, including the resolutions derived from the Grievance Hearing, will be forwarded to the MTC Director for review prior to the meeting with the student. If resolution cannot be reached at the college level, the student may:
5. Seek resolution at the district level from the following individuals in the following order: Executive Director of Adult, Career and Technical Education; Deputy Superintendent of Operations; Superintendent of Schools; and finally, the School Board of Manatee County.
6. If the issue cannot be resolved at the District level, the student may contact the Florida Division of Career, Technical & Adult Education (DCAE) http://www.fldoe.org/academics/career-adult-edu/division-directory.stml.
7. If you believe that your complaint has not been addressed satisfactorily, after exhausting all Manatee Technical College's complaint or grievance procedures, you may contact for additional information/guidance: Council on Occupational Education 7840 Roswell Road, Building 300, Suite 325, Atlanta, GA 30350 Phone: (800) 917-2081 FAX: (770) 396-3790 http://www.council.org

Where To Go For Help

MTCdashboard.net

For your class schedule, grades, assignments, financial balance, financial aid, academic advising notes, to find your advisor's name, view items you need to submit or outstanding fees, update your personal information, apply for graduation or to check your application status, visit: **MTCdashboard.net**

References

Student Calendar and Maps

Calendar 2022-23 Manatee Technical College

July 2022

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 2022

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8;6.5	9;13	10;19.5	11;326	12;32.5	13
14	15;39	16;45.5	17;52	18;58.5	19;65	20
21	22;71.5	23;78	24;984.5	25;91	26;97.5	27
28	29;104	30;110.5	31;117			
						18/23

September 2022

Su	M	Tu	W	Th	F	Sa
				1;123.5	2;130	3
4	5	6;136.5	7;143	8;149.5	9;156	10
11	12;162.5	13;169	14;75.5	15;182	16;188.5	17
18	19;195	20;201.5	21;208	22;214.5	23;221	24
25	26;227.5	27;234	28;240.5	29;247	30;253.5	
						21/21

October 2022

Su	M	Tu	W	Th	F	Sa
						1
2	3;260	4;266.5	5;273	6;279.5	7	8
9	10;286	11;292.5	12;299	13;305.5	14;312	15
16	17;318.5	18;325	19;331.5	20;338	21;344.5	22
23	24;351	25;357.5	26;364	27;370.5	28;377	29
30	31;383.5					20/21

November 2022

Su	M	Tu	W	Th	F	Sa
		1;390	2;396.5	3;403	4;409.5	5
6	7;416	8;422.5	9;429	10;435.5	11	12
13	14;442	15;448.5	16;455	17;461.5	18;468	19
20	21	22	23	24	25	26
27	28;474.5	29;481	30;487.5			
						16/16

December 2022

Su	M	Tu	W	Th	F	Sa
				1;494	2;500.5	3
4	5;507	6;513.5	7;520	8;526.5	9;533	10
11	12;539.5	13;546	14;552.5	15;559	16;565.5	17
18	19;572	20;578.5	21;585	22;591.5	23	24
25	26	27	28	29	30	31
						16/16

January 2023

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10;598	11;604.5	12;611	13;617.5	14
15	16	17;624	18;630.5	19;637	20;643.5	21
22	23;650	24;656.5	25;663	26;669.5	27;676	28
29	30;682.5	31;689				15/17

February 2023

Su	M	Tu	W	Th	F	Sa
			1;695.5	2;702	3;708.5	4
5	6;715	7;721.5	8;728	9;734.5	10;741	11
12	13;747.5	14;754	15;760.5	16;767	17;773.5	18
19	20	21;780	22;786.5	23;793	24;799.5	25
26	27;806	28;812.5				
						19/19

March 2023

Su	M	Tu	W	Th	F	Sa
			1;819	2;825.5	3;832	4
5	6;838.5	7;845	8;851.5	9;858	10	11
12	13	14	15	16	17	18
19	20;864.5	21;871	22;877.5	23;884	24;890.5	25
26	27;897	28;903.5	29;910	30;916.5	31;923	
						17/18

April 2023

Su	M	Tu	W	Th	F	Sa
						1
2	3;929.5	4;936	5;942.5	6;949	7	8
9	10;955.5	11;962	12;968.5	13;975	14;981.5	15
16	17;988	18;994.5	19;1001	20;1007.5	21;1014	22
23	24;1020.5	25;1027	26;1033.5	27;1040	28;1046.5	29
30						20/20

May 2023

Su	M	Tu	W	Th	F	Sa
	1;1053	2;1059.5	3;1066	4;1072.5	5;1079	6
7	8;1085.5	98;1092	10;1098.5	11;1105	12;1111.5	13
14	15;1118	16;1124.5	17;1131	18;1137.5	19;1144	20
21	19;1150.5	23;1157	24;1163.5	25;1170	26;1176.5	27
28	29	26;1183	30;1189.5			
						22/22

June 2023

Su	M	Tu	W	Th	F	Sa
				1;1196	2;1202.5	3
4	5;1209	6;1215.5	7;1222	8;1228.5	9	10
11	12;1235	13;1241.5	14;1248	15;1254.5	16	17
18	19;1261	20;1267.5	21;1274	22;1280.5	23	24
25	26;1287	27;1293.5	28;1300	29	30	
						16/17

Closed Fridays in June

Date	Event or Holiday
4-Jul	Campus Closed
Aug 1,4-5	Teacher Workdays
Aug 2-3	Teacher Inservice Days
8-Aug	First Day MTC Students
10-Aug	First Day HS Students
5-Sep	No school, Labor Day
6-Oct	Last Day Qtr 1 HS
7-Oct	Record Day
18-Oct	Last Day Qtr. 1 MTC
2-Nov	HS Early Release
11-Nov	No school, Veterans' Day
21-25-Nov	No school, Fall Break
Dec 20-22	HS Early Release
22-Dec	Last Day of Sem HS
Dec 23 Jan 5	No school, Winter Break
6-Jan	Record Day
9-Jan	Teacher Inservice Day
16-Jan	No school, MLK Day
23-Jan	Last Day Sem. 1 (Qtr.2) MTC
2 Feb	Winter Graduation
20-Feb	No school, Presidents' Day
1-Mar	HS Early Release
9-Mar	Last Day Qtr 3 HS
10-Mar	Record Day
13-17-Mar	Spring Break
7-Apr	No school, Good Friday
13-Apr	Last Day Qtr. 3 MTC
24-26 May	HS Early Release
26-May	Last Day Sem. 2 (Qts.4) HS
29-May	No school, Memorial Day
28-Jun	Last Day of Sem. 2 (Qtr. 4) MTC
29 Jun	Record Day/Graduation

Created Jan 2022

July Summer Session

Evening Manatee Technical College Main Campus

2022-2023

July 2022

Su	M	Tu	W	Th	F	Sa
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3	4	5	6	7	8	9
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31						

August 2022

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September 2022

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November 2022

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December 2022

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January 2023

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February 2023

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April 2023

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May 2023

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June 2023

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Blue = Classes
Red = No Classes
Yellow = Record Day/Inservice Day **No Classes**

Date	Event
Aug 8:	First Day of Evening Classes
Sept 5:	No School, Labor Day
Oct. 7	No School, Record Day
Nov 11:	No School Veterans' Day
Nov 21-25 :	No School, Fall Break
Dec 23-Jan 5:	No School, Winter Break
Jan 6:	No School, Record Day
Jan 9:	No School, Inservice Day
Jan 16:	No School, MLK Day
Feb 20:	No School, Presidents' Day
Mar 10:	No School, Record Day
Mar 13-17	No School, Spring Break
Apr 7:	No School, Good Friday
May 29:	No School, Memorial Day
June 29:	No School, Record Day/Graduation

Revised Jan 2022

http://www.vertex42.com/calendars/

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Calendar 2022-23

Manatee Technical College - Adult ED Students

July 2022

Su	M	Tu	W	Th	F	Sa
					1	2
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August 2022

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September 2022

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October 2022

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November 2022

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December 2022

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January 2023

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February 2023

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March 2023

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April 2023

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May 2023

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28	29	30	31			

June 2023

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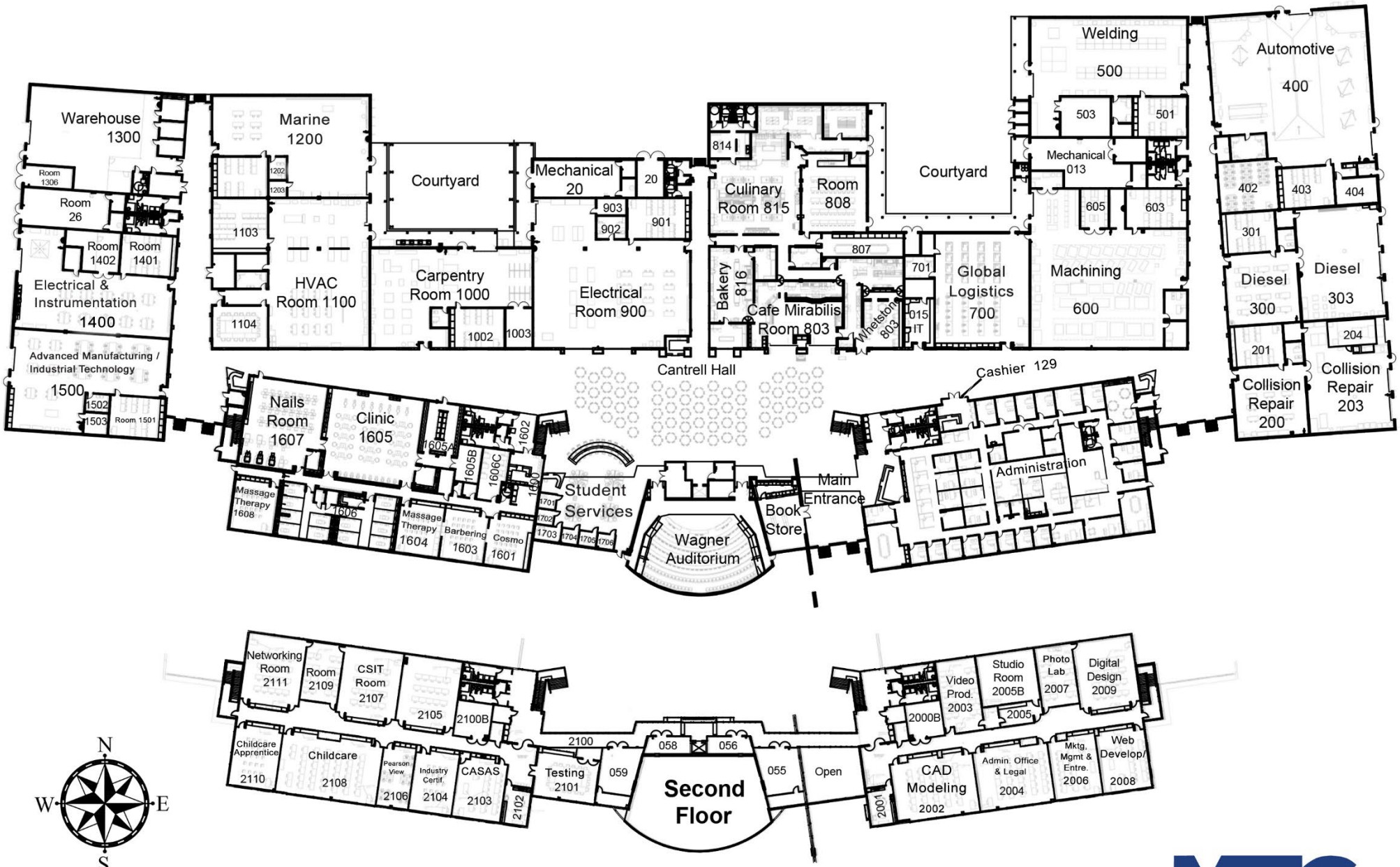
18	19	20	21	22	23	24
25	26	27	28	29	30	

Closed Fridays in June

Created Feb 25 2022

Date	Event or Holiday
JUNE	No School
AUGUST	No School
Sep-6	1st Semester Start Adult Ed
Oct-31	Mid-Semester Start Date
Nov-11	No School, Veterans' Day
Nov 21-25	No School, Fall Break
Dec-22	End of Adult Ed Semester 1
Dec 23 - Jan 28	No School
Jan-23	2nd Semester Start Adult ED
Feb-20	No School, Presidents' Day
Mar 13 -17	Spring Break
Apr-3	Mid-Semester Start Date
Apr-7	No school, Good Friday
May-26	Last Day of Adult Ed Semester 2
JULY	No School



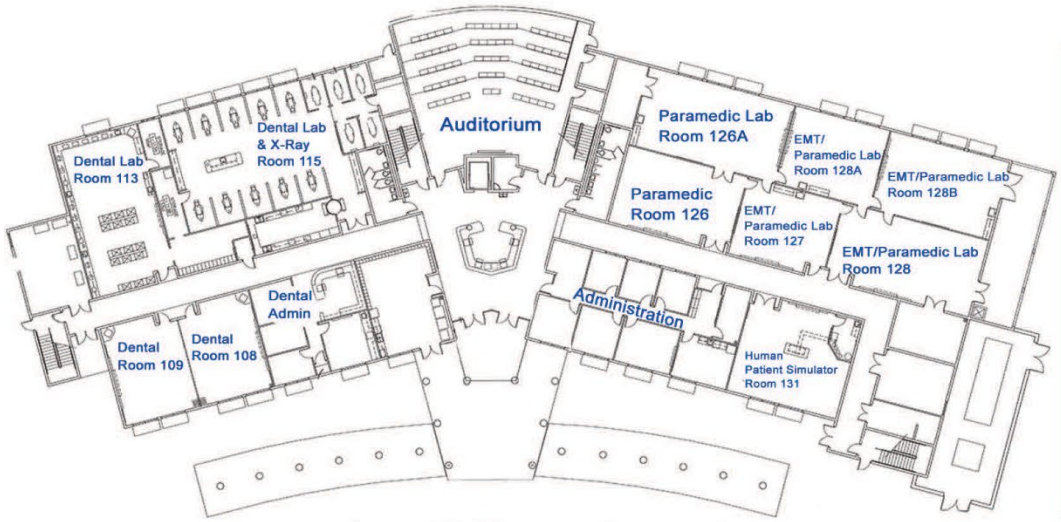
Main Campus Map | 6305 State Road 70 East | Bradenton, FL 34203

941.751.7900 | ManateeTech.edu

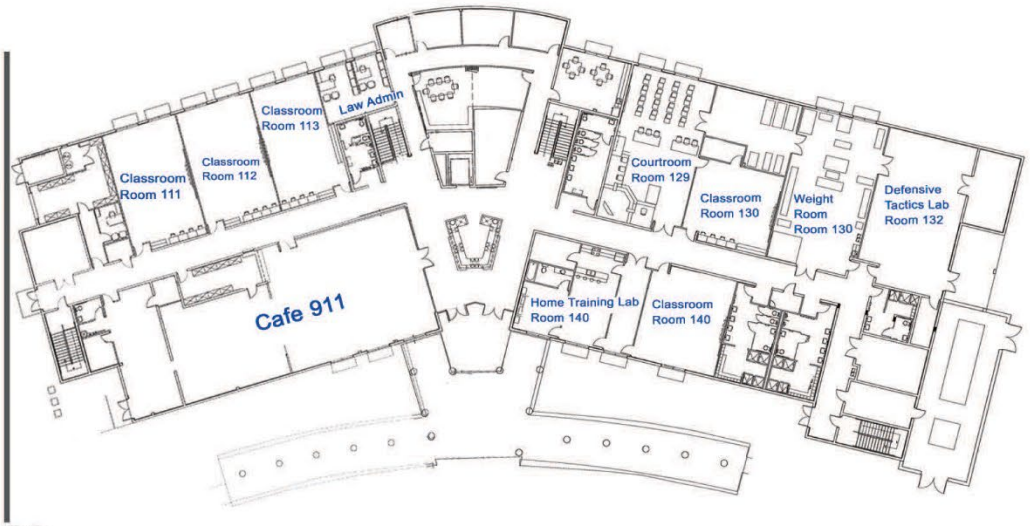
MANATEE TECHNICAL COLLEGE

The School Board does not discriminate on the basis of race, color, ethnicity, religion, 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), ancestry, genetic information, which are classes protected by State and/or Federal law (collectively, "protected classes") in its programs and activities, including employment opportunities. Equal access to facilities is also provided to the Boy Scouts and other patriotic youth groups, as required by the Boy Scouts of America Equal Access Act. It is the legal obligation and the policy of the Board to employ only those persons who are best qualified, with or without reasonable accommodations. The Superintendent shall appoint a compliance officer whose responsibility it will be to require that Federal and State regulations are complied with and that any inquires or complaints are dealt with promptly in accordance with law. S/He shall also require that proper notice of nondiscrimination for Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act will be provided to staff members and the general public. Any sections of the District's collectively-bargained negotiated agreements dealing with hiring and promotion will contain a statement of nondiscrimination similar to that in the Board's statement above.

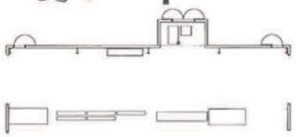
1/14/22



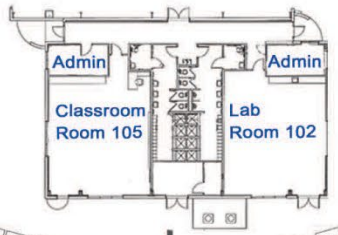
Conard Building First Floor

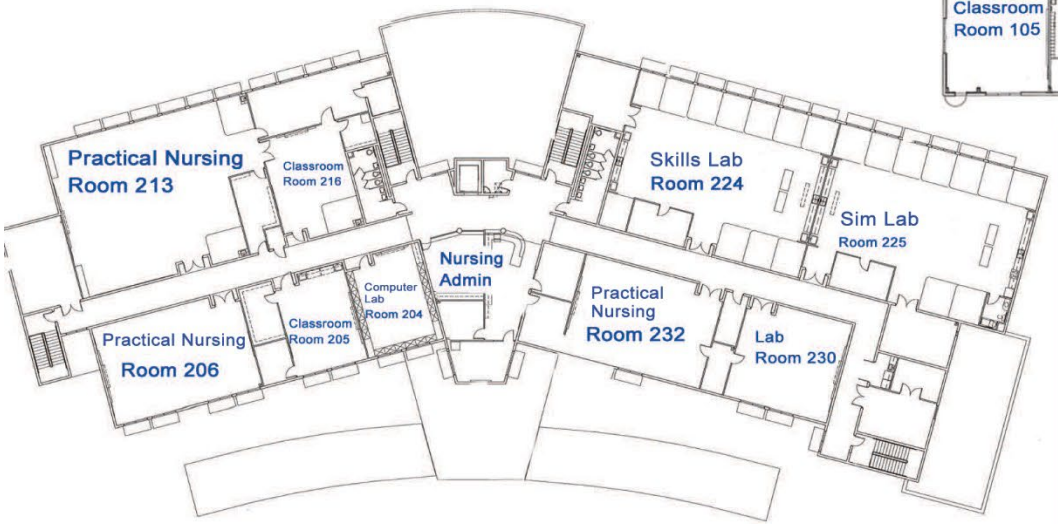


Wells Building First Floor

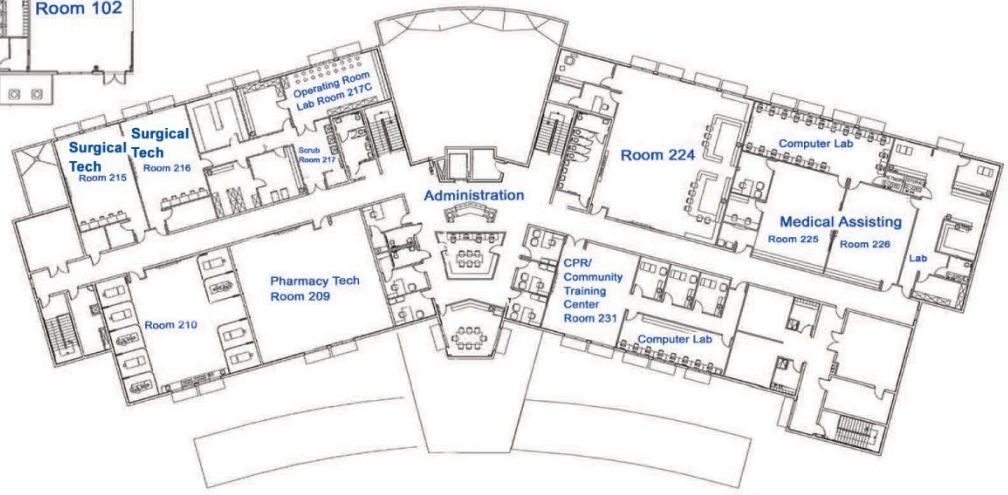


Fire Academy Building





Conard Building Second Floor



Wells Building Second Floor

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MANATEE TECHNICAL COLLEGE

3/22

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AGENDA ITEM NO. 10.5

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Manatee Technical College (MTC) Career Dual Enrollment Articulation Agreement for the 2022-2023 School Year

Executive Summary
As required by the Florida Department of Education, each school district must have a Dual Enrollment Articulation Agreement in place and also have established written policies that operationalize the dual enrollment process within the school district that is available to parents and students. Attached is the 2022-2023 Dual Enrollment Articulation Agreement between the School District of Manatee County and Manatee Technical College (MTC). This outlines the required specific State Statutes that are applicable to dual-career enrollment. This document will be updated annually and submitted to the Manatee County School Board for approval. This Agreement will formalize our working partnership with the community and workforce here on the Suncoast.

A copy of the Career Dual Enrollment Articulation Agreement is attached for review.

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval of the Manatee Technical College (MTC) Career Dual Enrollment Articulation Agreement for the 2022-2023 school year.

Financial Impact
The financial impact will be determined by the number of students served and the generated revenue from the Florida Department of Education.

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

Attachments:
2022 2023 DE Articulation Agreement SDMC MTC

2022-23 Career Dual Enrollment

Articulation Agreement

Between the School District of Manatee County

and

Manatee Technical College

THIS AGREEMENT is entered into by and between the School District of Manatee County, Florida, hereafter referred to as the "District", and Manatee Technical College, hereafter referred to as the "College"; and

WHEREAS, Florida Statutes provides that career dual enrollment is a curricular option of elective credits toward earning a high school diploma and completing a career certificate program through a district's technical college, and

WHEREAS, the District wishes to enhance opportunities for high school graduates to identify and set clear career and postsecondary education goals before high school graduation, and

WHEREAS, Manatee Technical College, a publicly funded postsecondary institution, can provide a variety of high skill, high wage career training program options, and

WHEREAS, the District and College accept the challenge of ensuring that every Manatee County high school graduate has a defined pathway to a career and postsecondary education.

NOW, THEREFORE, BE IT RESOLVED that the District and the College agree to the following:

A. This agreement supersedes all previous career dual enrollment agreements between the District and College. S.1007.271 (21)(a), F.S.

B. Career dual enrollment is available to all Manatee County high school students meeting the following criteria:
   I. Possess and maintain a minimum 2.0 grade point average (GPA).
   II. Be on-track for high school graduation.
   S.1007.271 (21)(e), F.S.

C. The College will notify students and parents of the career dual enrollment opportunity through career and postsecondary education awareness activities in District high schools. Interested students will complete a career dual enrollment application and have the opportunity to "shadow" a College program(s) of interest with their parents. The College will facilitate the application and scheduling of shadowing experiences through high school guidance counselors, College staff and the College website. S.1007.271 (21)(b), F.S.

D. Applications for career dual enrollment will be accepted by the College in Spring and Summer for the beginning of the following school year. Mid-term applications will only be accepted on a space available basis and with mutual agreement of the home high school principal and College director. S.1007.271 (21)(d), F.S.

E. All students enrolled in career dual enrollment will meet the Basic Skills Requirements as specified in 6A-10.040, F.A.C, and detailed in Exhibit "A".

F. All career dual enrolled students will have the opportunity to achieve at least one industry certification as part of the career program. Programs are listed in Exhibit "B".

G. Only career preparatory courses contained within the state course numbering system and are part of sequence of courses in a program offered through the College which lead to an industry certification, are part of this agreement. New programs/courses meeting this specification can be added to the agreement at any time by agreement of the chief administrative officers of each party. S.1007.271 (21)(c), F.S.

H. All career dual enrollment courses under this agreement will be weighted equally as Advanced Placement (AP) courses and will count toward high school graduation. S.1007.271 (21)(f). F.S.

I. Students participating in career dual enrollment are exempt from the payment of registration, tuition, instructional materials, laboratory fees and other fees such as technology fees and parking decal fees associated with the costs of attendance. Students are responsible to purchase the proper uniform for their program.

J. Students participating in career dual enrollment will be responsible to meet College rules for registration, attendance, and behavior as specified in the College Student Handbook. S.1007.271 (21)(m), F.S.

K. The College will report student attendance and grades to the home high school in compliance with the established District grade reporting procedures and schedule. S.1007.271 (21)(m). F.S.

L. The District will ensure all career dual enrollment students will meet the College requirements for admission. The District and College will collaborate to monitor and maintain individual student's performance in high school and career courses. S.1007.271 (21)(l). F.S.

M. The College shall be responsive to parent inquiries of their student performance and progress in the career dual enrollment program.

N. The College will be responsible for all costs associated with presenting career instruction at the College. The District will be responsible for the costs of transporting career dual enrolled students to and from the College within the established transportation system routes and boundaries. S.1007.271 (n)(o), F.S.

O. Section 1007.271(25), F.S., requires that the dual enrollment articulation agreement include services and resources that are available to students with disabilities who register for dual enrollment.

IN WITNESS WHEREOF, the parties have executed, or had their authorized representatives executed, this agreement on the dates written below.

_____

Board Chair Date

_____

Cynthia Saunders, Superintendent Date

_____

Doug Wagner, Deputy Superintendent for Business Services & Operations Date

_____

General Counsel Date

Exhibit A – Basic Skills Requirements and Exceptions for Career Dual Enrollment

Requirements:

1. All career dual enrollment students will demonstrate preparedness for postsecondary education by completing an entry-level basic skills examination within the first six (6) weeks after admission into the program. The acceptable exam for this requirement is the Test of Adult Basic Education (TABE).

2. Entrance Testing Exemptions. A student may be exempted for the entrance testing requirements by documenting any one of the following: (a, b, c, d OR e)
    a. Minimum SAT scores
        i. Critical Reading – 440 prior to March 1, 2016; Reading Test - 24 since March 1, 2016
        ii. Mathematics – 440 prior to March 1, 2016; Math Test – 24 since March 1, 2016
        iii. Writing & Language Test – 25 since March 1, 2016
    b. Minimum ACT scores
        i. Reading – 19
        ii. English – 17
        iii. Mathematics - 19
    c. Minimum PERT scores
        i. Reading – 106
        ii. Writing – 103
        iii. Mathematics – 114

    d. Passes a state, national or industry certification or licensure examination that is identified in the list entitled “Basic Skills and Licensure Exemption List”.
        www.fldoe.org › core › urlt › 2021-22-basicskills-with-License-exempt

    e. Documented learning disability and a current individualized education plan (IEP).

Exhibit B – High School Career Dual Enrollment Programs:

Main Campus (State Road 70 East)

Program: **Courses:** **HS Credits**:

Accounting Operations

- A-OTA0040-150 hrs 1
- B-ACO0040-300 hrs 2
- C-ACO0041-300 hrs 2
- D-ACO0042-150 hrs 1

Certification(s):

***QuickBooks Certified User** (INTUT001) – Up to 3 credits towards AAS/AS degree in Accounting Technology at FL public colleges

***Microsoft Office Master** (MICRO017) - Up to 3 credits towards AAS/AS degree in Office Administration at FL public colleges

Microsoft Office Specialist (MOS) Bundle Certif. (Word, Excel, PowerPoint and either Access or Outlook) - Up to 3 credits toward AAS/AS degree in Office Administration at other FL public colleges

Articulation with SCF:

Completion of OCP A: 3 credits towards AS in Accounting Technology Certificate and/or AS Degree Program at SCF for CGS1000 (Computer Information Systems) & 3 credits towards AS in Accounting Technology Certificate and/or AS Degree Program at SCF for CGS1570 (Integrated Business Apps)

Completion of OCP C: 3 credits towards AS in Accounting Technology Certificate and/or AS Degree Program at SCF for APA1111 (Intro to Accounting)

Completion of OCP D: 3 credits towards AS in Accounting Technology Certificate and/or AS Degree Program at SCF for APS2141 (Computers for Accounting (Quickbooks)

Program: **Courses:** **HS Credits**:

Advanced Manufacturing & Production Technology

- A-ETI0400-150 hrs 1
- B-ETI0431-150 hrs 1
- C-ETI0432-150 hrs 1
- D-ETI0453-150 hrs 1

Certification:

***Certified SolidWorks Associate** (SOLID003) – 3 credits towards AAS/AS degree in Engineering Technology or Manufacturing Technology at FL public colleges

Program: **Courses:** **HS Credits**:

Applied Cybersecurity

- A-CTS0018-600 hrs 4
- B-CTS0085-150 hrs 1

Certification(s):

***CompTIA Security +** (COMP008) – 3 credits towards an AS degree in E-Business Technology in FL public colleges

***CIW Web Security Specialist** (PROSO026) – No college articulation

Articulation with SCF:

Completion of OCP A: 3 credits for CGS1000 (Computer Information Systems) and 3 credits for CTS1150 (Microcomputer Hardware and Maintenance) and 3 credits for CET1600 (Networking Fundamentals) towards AS degree in Information Technology at SCF

Completion of OCP B: 3 credits for CIS1355 (Security Engineering) towards AS degree in Information Technology at SCF

Program:	**Courses:**	**HS Credits**:
Automotive Collision Technology Technician		
o	A-ARR0140-150 hrs	1
o	B-ARR0141-450 hrs	4
o	C-ARR0312-300 hrs	2
o	D-ARR0022- 75 hrs	.5
o	E-ARR0112- 75 hrs	.5
o	F-ARR0295-350 hrs	3

Certification(s):

***ASE Collision Repair & Refinishing Technician – Painting & Refinishing (B2)** (NIASE029) - No college articulation

***ASE Collision Repair & Refinishing Technician – Non-Structural Analysis & Damage Repair (B3)** (NIASE018) - No college articulation

***ASE Collision Repair & Refinishing Technician – Structural Analysis & Damage Repair (B4)** (NIASE032) - No college articulation

Program:	**Courses:**	**HS Credits**:
Automotive Service Technology		
o	A-AER0014-300 hrs	2
o	B-AER0110-150 hrs	1
o	C-AER0257-150 hrs	1
o	D-AER0274-150 hrs	1
o	E-AER0453-150 hrs	1
o	F-AER0418-150 hrs	1
o	G-AER0360-300 hrs	2
o	H-AER0172-150 hrs	1
o	I-AER0503-300 hrs	2

Certification(s):

***ASE Automotive & Light Truck Certification – A1 – Engine Repair** (NIASE010) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A2 Automotive Transmission/Transaxle** (NIASE005) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A3 – Manual Drive Train and Axles** (NIASE012) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A4 – Suspension and Steering** (NIASE014) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A5 – Brakes** (NIASE007) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A6 – Electronic Systems** (NIASE008) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A7 – Heating and Air Conditioning** (NIASE011) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A8 – Engine Performance** (NIASE009) - 3 credits in Automotive Service Management at FL public colleges

***ASE Auto Maintenance and Light Repair (G1)** (NIASE076) **-** 3 credits in Automotive Service Management at FL public colleges

Program:	**Courses:**	**HS Credits**:
CNC Production Specialist		
o	A-PMT0026-300 hrs	2
o	B-PMT0027-300 hrs	2

Certification(s):

***NIMS Machining Level I – CNC Milling: Programming Setup & Operations -** (NIFMS001) – No college articulation
***NIMS Machining Level I - CNC Turning: Programming Setup & Operations** – (NIFMS002) – No college articulation
***NIMS Machining Level I - CNC Milling: Operations** – (NIFMS0014) – No college articulation
NIMS Machining Level I - CNC Turning: Operations – No college articulation

Program:	**Courses:**	**HS Credits**:
Computer-Aided Drawing & Modeling		
o	A-TDR0301-450 hrs	3
o	B-TDR0302-450 hrs	3
o	C-TDR0303-300 hrs	2

Certification(s):

***Autodesk Certified User - AutoCAD** (ADESK002) – 3 credits towards Architectural Design & Construction Technology or Computer-Aided Drafting & Design in FL public colleges

***Autodesk Certified User – Revit Architecture** (ADESK008) - 3 credits towards Architectural Design & Construction Technology, Computer-Aided Drafting & Design or Building Construction Technology in FL public colleges

***Autodesk Certified User - Inventor** (ADESK011) – 3 credits towards Engineering Technology in FL public colleges

***Certified SolidWorks Associate** (SOLID003) – No college articulation

***Certified SolidWorks Professional** (SOLID004) – No college articulation

Program:	**Courses:**	**HS Credits**:
Computer Systems & Information Technology		
o	A-CTS0082-300 hrs	2
o	B-CTS0083-150 hrs	1
o	C-CTS0084-150 hrs	1
o	D-CTS0069-300 hrs	2

Certification(s):

***CompTIA A+** (COMPT001) - 3 credits in Computer Information Technology at FL public colleges

***CompTIA Network+** (COMPT006) - 3 credits towards AAS/AS degree in Computer Engineering Technology OR Networking Services Technology at FL public colleges

Articulation with SCF:

Completion of OCP A: 3 credits towards AS in All Computer Programs for which these are required at SCF for CGS1000 (CIS)

Completion of OCP B: 3 credits towards AS in All Computer Programs for which these are required at SCF for CTS1150 (Microcomputer Hardware)

Completion of OCP C: 3 credits towards AS in All Computer Programs for which these are required at SCF for CET1600 (Networking Fundamentals) Architectural Design & Construction Technology OR Building Construction Technology/BuildingConstruction Technology OR Drafting and Design Technology in FL public colleges

Program:	**Courses:**	**HS Credits**:
Diesel Systems Technician		
o	A-DIM0101-150 hrs	1
o	B-DIM0102-300 hrs	2
o	C-DIM0104-300 hrs	2
o	D-DIM0105-300 hrs	2

Certification(s):

***ASE Automotive & Light Truck Certification – A6 – Electronic Systems** (NIASE008) - 3 credits in Automotive Service Management at FL public colleges

***ASE Medium/Heavy Truck Technician: Electrical** (NIASE023)

***ASE Diesel Engines (T2)** (NIASE020)

***ASE Light Vehicle Diesel Engines (A9)** (NIASE071)

***ASE Medium/Heavy Truck Technician: Brakes** (NIASE016)

Program:	**Courses:**	**HS Credits**:
Electrical & Instrumentation Technology I		
	o A-EEV0650-350 hrs	2
	o B-EEV0652-350 hrs	2
	o C-EEV0654-300 hrs	2

Certification(s):

***PMMI Mechatronics Certification: Fluid Power** (PMMIN001) – No college articulation

*** PMMI Mechatronics Certification: Industrial Electricity 2** (PMMIN002) – No college articulation

*** PMMI Mechatronics Certification: Programmable Logic Controllers (PLCs)** (PMMIN004) – No college articulation

Program:	**Courses:**	**HS Credits**:
Global Logistics & Supply Chain Technology		
	o A-TRA0180-150 hrs	1
	o B-TRA0181-150 hrs	1
	o C-TRA0182-150 hrs	1
	o DTRA0183-150 hrs	1

Certification(s):

***MSSC Certified Production Technician (CPT)** (MSSCN001) **-** 6 credits towards an AS degree in Electronics Engineering Technology, Manufacturing Technology or Engineering Technology at Fl public colleges

*** MSSC Certified Logistics Technician (CLT)** (MSSCN002) – No college articulation

Program:	**Courses:**	**HS Credits**:
Heating, Ventilation, Air-Conditioning/Refrigeration (HVAC/R)		
	o A-ACR0041-250 hrs	1.5
	o B-ACR0043-250 hrs	1.5
	o C-ACR0047-250 hrs	1.5
	o C-ACR0049-250 hrs	1.5
	o D-ACR0044-350 hrs	2

Certification(s):

***HVAC Excellence Employment Ready – Heat Pump** (HVACE001) - 4 credits towards AAS/AS degree in Air Conditioning, Refrigeration, Heating System Technology at FL public colleges

***HVAC Excellence Employment Ready - Air Conditioning** (HVACE002) - 4 credits towards AAS/AS degree in Air Conditioning, Refrigeration, Heating System Technology at FL public colleges

***HVAC Excellence Employment Ready – Electrical** (HVACE011) - 4 credits towards AAS/AS degree in Air Conditioning, Refrigeration, Heating System Technology at FL public colleges

East Campus (Lakewood Ranch Blvd.)

Program:	**Courses:**	**HS Credits**:
Emergency Medical Technician (EMT)		
o	A-EMS0110 -300 hrs	2

Certification:

***Emergency Medical Technician (EMT)** (NREMT001) - 12 credits towards AAS/AS degree in Emergency Medical Services

Program:	**Courses:**	**HS Credits**:
Fire Fighter		
o	A-FFP0030-191 hrs	1
o	B-FFP0031-301 hrs	2

Certification(s):

Certified Fire Fighter - 398 hours in Fire Fighter articulate to 3 credits towards AAS/AS degree in Fire Science Technology (FESHE)/Fire Science Technology

***Fire Fighter 1** (FLSFM005)

***Fire Fighter 2** (FLSFM006) – 3 credits in Fire Science Technology at FL public colleges

Articulation with SCF:

Completion of OCP A: 3 credits for FFP1740 (BFST1740, ATPC1740) Fire Service Course Delivery; 3 credits for FFP1810 (BFST1810,ATPC1810) Firefighting Tactics and Strategy I; 3 credits for FFP2120 (BFST2120, ATPC2120) Building Construction for the Fire Service and 3 credits for FFP2720 (BFST2720, STPC2720) Company Officer towards AAS/AS degree in Fire Science Technology (FESHE)/Fire Science Technology at SCF.

Completion of OCP B: 3 credits for FFP1505 (BFST1505, ATPC1505) Fire Prevention Practices; 3 credits for FFP1540 (BFST1540, ATPC1540) Private Fire Protection Systems I; 3 credits for FFP2741 (BFST2741, ATPC2741) Fire Service Course Design; 3 credits for FFP2510 (BFST2510, ATPC2510) Fire Codes and Standards; 3 credits for FFP2521 (BFST2521, ATPC2521) Construction Documents and Plans Review 3 credits for FFP2541 (BFST2541, APTC2541) Private Fire Protection Systems II towards AAS/AS degree in

Fire Science Technology (FESHE)/Fire Science Technology at SCF**;** Upon program completion, a minimum award of 3 credits in Fire Science Technology at FL public colleges

Program:	**Courses:**	**HS Credits**:
Patient Care Technician (PCT)		
o	A-HSC0003-90 hrs	1
o	B-HCP0121-75 hrs; C-HCP0332-50 hrs; D-HCP0020-75 hrs	1
o	E-HSC0016-150 hrs	1
o	F-MEA0580-100 hrs; G-PRN0094-60 hrs	.5

Certification:

***Certified Nursing Assistant (CNA)** (FDMQA002) - No college articulation

Program:	**Courses:**	**HS Credits**:
Pharmacy Technician ATC		
o	A-HSC0003-90 hrs	1
o	B1-PTN0084-360 hrs	2
o	B2-PTN0085-300 hrs	2
o	B3-PTN0086-300 hrs	2

Certification:

***Certified Pharmacy Technician (CPht)** (NATHA010) – No College articulation

***Pharmacy Technician** (PTCBD001) - 9 credits towards AAS/AS degree in Pharmacy Management at Fl public colleges

*=On the CAPE industry certification list

AGENDA ITEM NO. 10.6

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Charter School Dual Enrollment Articulation Agreement with Manatee Technical College (MTC) for the 2022-2023 School Year

Executive Summary
This Charter School Dual Enrollment Articulation Agreement is in place to establish written policies that operationalize the charter school dual enrollment process within the school district that is available to parents and students. Attached is the 2022-2023 Charter School Dual Enrollment Articulation Agreement between the charter school student and their parents and Manatee Technical College (MTC). This document will be updated annually and submitted to the Manatee County School Board for approval. This Agreement will formalize our working partnership with the community and workforce here in the Suncoast.

A copy of the 2022-2023 Charter School Dual Enrollment Articulation Agreement is attached for review.

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval of the Charter School Dual Enrollment Articulation Agreement with Manatee Technical College (MTC) for the 2022-2023 school year.

Financial Impact
The financial impact will be determined by the number of students served and the generated revenue from the Florida Department of Education.

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

Attachments:
2022 2023 Charter School DE Articulation Agreement with MTC

2022-23 Charter School Dual Enrollment

Articulation Agreement

Between the Charter School
and

Manatee Technical College

THIS AGREEMENT is entered into by and between the Charter School - _____, hereafter referred to as the "Charter", and Manatee Technical College, hereafter referred to as the "College"; and

WHEREAS, Florida Statutes provides that Charter education dual enrollment is a curricular option of elective credits toward earning a Charter school diploma and completing a career certificate program through a district's technical college, and

WHEREAS, Manatee Technical College, a publicly funded postsecondary institution, can provide a variety of high skill, high wage career training program options.

NOW, THEREFORE, BE IT RESOLVED that the Charter and the College agree to the following:

The Charter School Articulation Agreement, pursuant to section S.1007.271, Florida Statutes (F.S.), requires each postsecondary institution to enter into an agreement with each Charter school student seeking enrollment in a dual enrollment course and the student's parents. The following are the minimum components required in the agreement:

A. Courses and programs available to dually enrolled Charter education students appear in Exhibit B. Courses and programs may be added, revised, or deleted at any time by the postsecondary institution.

B. The initial and continued eligibility requirements for Charter education student participation, not to exceed those required of other dually enrolled students. The Charter school must:
   1. Provide proof of enrollment in a Charter education program
   2. Students are responsible for their own transportation to the college. Students are responsible to purchase the proper uniform for their program. Charter education students are **exempt** from the payment of registration, tuition and laboratory fees.
   3. Set up a third party pay for students' expenses for the Charter school.

C. The Florida Department of Education "Statement of Dual Enrollment Transfer Guarantees" is available at http://www.fldoe.org/policy/articulation

D. Section 1007.271(25), F.S., requires that the dual enrollment articulation agreement include services and resources that are available to students with disabilities who register for dual enrollment.

E. Career dual enrollment is available to all Charter education students meeting the following criteria:
   I. Possess and maintain a minimum 2.0 grade point average (GPA).
   II. Be on-track for high school graduation.
   S.1007.271 (21)(e), F.S.

F. Applications for career dual enrollment will be accepted by the College in Spring and Summer for the beginning of the following school year. Mid-term applications will only be accepted on a space available basis and with mutual agreement of the home/private/charter high school principal and College director. S.1007.271 (21)(d), F.S.

G. All students enrolled in career dual enrollment will meet the Basic Skills Requirements as specified in 6A-10.040, F.A.C, and detailed in Exhibit "A".

H. All career dual enrolled students will have the opportunity to achieve at least one industry certification as part of the career program. Programs are listed in Exhibit "B".

I. Only career preparatory courses contained within the state course numbering system and are part of sequence of courses in a program offered through the College which lead to an industry certification, are part of this agreement. New programs/courses meeting this specification can be added to the agreement at any time by agreement of the chief administrative officers of each party. S.1007.271 (21)(c), F.S.

J. Students participating in the Charter education dual enrollment will be responsible to meet College rules for registration, attendance, and behavior as specified in the College Student Handbook. S.1007.271 (21)(m), F.S.

K. The College will report student attendance and grades to the Charter school in compliance with the established District grade reporting procedures and schedule. S.1007.271 (21)(m), F.S.

L. The College shall be responsive to parent inquiries of their student performance and progress in the career dual enrollment program.

M. The College will be responsible for all costs associated with presenting career instruction at the College.

IN WITNESS WHEREOF, the parties have executed, or had their authorized representatives executed, this agreement on the dates written below.

_____

Board Chair Date

_____

Cynthia Saunders, Superintendent Date

_____

Doug Wagner, Deputy Superintendent for Business Services & Operations Date

_____

General Counsel Date

****

To be signed after District approval by Charter School - _____ is entering into this agreement.
(School name)

Charter School Representative - _____
Representative Name, Title Date

Exhibit A – Basic Skills Requirements and Exceptions for Career Dual Enrollment

Requirements;

1. All career dual enrollment students will demonstrate preparedness for postsecondary education by completing an entry-level basic skills examination within the first six (6) weeks after admission into the program. The acceptable exam for this requirement is the Test of Adult Basic Education (TABE).

2. Entrance Testing Exemptions. A student may be exempted for the entrance testing requirements by documenting any one of the following: (a, b, c, d OR e)
    a. Minimum SAT scores
        i. Critical Reading – 440 prior to March 1, 2016; Reading Test - 24 since March 1, 2016
        ii. Mathematics – 440 prior to March 1, 2016; Math Test – 24 since March 1, 2016
        iii. Writing & Language Test – 25 since March 1, 2016
    b. Minimum ACT scores
        i. Reading – 19
        ii. English – 17
        iii. Mathematics - 19
    c. Minimum PERT scores
        i. Reading – 106
        ii. Writing – 103
        iii. Mathematics – 114

    d. Possessing a state, national or industry certification or licensure examination that is identified in the list entitled “Basic Skills and Licensure Exemption List”.
        www.fldoe.org › core › urlt › 2021-22-basicskills-with-License-exempt

    e. Documented learning disability and a current individualized education plan (IEP).

Exhibit B – High School Career Dual Enrollment Programs:

Main Campus (State Road 70 East)

Program: **Courses:** **HS Credits**:

Accounting Operations

- A-OTA0040-150 hrs 1
- B-ACO0040-300 hrs 2
- C-ACO0041-300 hrs 2
- D-ACO0042-150 hrs 1

Certification(s):

***QuickBooks Certified User** (INTUT001) – Up to 3 credits towards AAS/AS degree in Accounting Technology at FL public colleges

***Microsoft Office Master** (MICRO017) - Up to 3 credits towards AAS/AS degree in Office Administration at FL public colleges

Microsoft Office Specialist (MOS) Bundle Certif. (Word, Excel, PowerPoint and either Access or Outlook) - Up to 3 credits toward AAS/AS degree in Office Administration at other FL public colleges

Articulation with SCF:

Completion of OCP A: 3 credits towards AS in Accounting Technology Certificate and/or AS Degree Program at SCF for CGS1000 (Computer Information Systems) & 3 credits towards AS in Accounting Technology Certificate and/or AS Degree Program at SCF for CGS1570 (Integrated Business Apps)

Completion of OCP C: 3 credits towards AS in Accounting Technology Certificate and/or AS Degree Program at SCF for APA1111 (Intro to Accounting)

Completion of OCP D: 3 credits towards AS in Accounting Technology Certificate and/or AS Degree Program at SCF for APS2141 (Computers for Accounting (Quickbooks)

Program: **Courses:** **HS Credits**:

Advanced Manufacturing & Production Technology

- A-ETI0400-150 hrs 1
- B-ETI0431-150 hrs 1
- C-ETI0432-150 hrs 1
- D-ETI0453-150 hrs 1

Certification:

***Certified SolidWorks Associate** (SOLID003) – 3 credits towards AAS/AS degree in Engineering Technology or Manufacturing Technology at FL public colleges

Program: **Courses:** **HS Credits**:

Applied Cybersecurity

- A-CTS0018-600 hrs 4
- B-CTS0085-150 hrs 1

Certification(s):

***CompTIA Security +** (COMP008) – 3 credits towards an AS degree in E-Business Technology in FL public colleges

***CIW Web Security Specialist** (PROSO026) – No college articulation

Articulation with SCF:

Completion of OCP A: 3 credits for CGS1000 (Computer Information Systems) and 3 credits for CTS1150 (Microcomputer Hardware and Maintenance) and 3 credits for CET1600 (Networking Fundamentals) towards AS degree in Information Technology at SCF

Completion of OCP B: 3 credits for CIS1355 (Security Engineering) towards AS degree in Information Technology at SCF

Program:	**Courses:**	**HS Credits**:
Automotive Collision Technology Technician		
	A-ARR0140-150 hrs	1
	B-ARR0141-450 hrs	4
	C-ARR0312-300 hrs	2
	D-ARR0022- 75 hrs	.5
	E-ARR0112- 75 hrs	.5
	F-ARR0295-350 hrs	3

Certification(s):

***ASE Collision Repair & Refinishing Technician – Painting & Refinishing (B2)** (NIASE029) - No college articulation

***ASE Collision Repair & Refinishing Technician – Non-Structural Analysis & Damage Repair (B3)** (NIASE018) - No college articulation

***ASE Collision Repair & Refinishing Technician – Structural Analysis & Damage Repair (B4)** (NIASE032) - No college articulation

Program:	**Courses:**	**HS Credits**:
Automotive Service Technology		
	A-AER0014-300 hrs	2
	B-AER0110-150 hrs	1
	C-AER0257-150 hrs	1
	D-AER0274-150 hrs	1
	E-AER0453-150 hrs	1
	F-AER0418-150 hrs	1
	G-AER0360-300 hrs	2
	H-AER0172-150 hrs	1
	I-AER0503-300 hrs	2

Certification(s):

***ASE Automotive & Light Truck Certification – A1 – Engine Repair** (NIASE010) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A2 Automotive Transmission/Transaxle** (NIASE005) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A3 – Manual Drive Train and Axles** (NIASE012) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A4 – Suspension and Steering** (NIASE014) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A5 – Brakes** (NIASE007) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A6 – Electronic Systems** (NIASE008) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A7 – Heating and Air Conditioning** (NIASE011) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A8 – Engine Performance** (NIASE009) - 3 credits in Automotive Service Management at FL public colleges

***ASE Auto Maintenance and Light Repair (G1)** (NIASE076) **-** 3 credits in Automotive Service Management at FL public colleges

Program:	**Courses:**	**HS Credits**:
CNC Production Specialist		
o	A-PMT0026-300 hrs	2
o	B-PMT0027-300 hrs	2

Certification(s):

***NIMS Machining Level I – CNC Milling: Programming Setup & Operations -** (NIFMS001) – No college articulation
***NIMS Machining Level I - CNC Turning: Programming Setup & Operations** – (NIFMS002) – No college articulation
***NIMS Machining Level I - CNC Milling: Operations** – (NIFMS0014) – No college articulation
NIMS Machining Level I - CNC Turning: Operations – No college articulation

Program:	**Courses:**	**HS Credits**:
Computer-Aided Drawing & Modeling		
o	A-TDR0301-450 hrs	3
o	B-TDR0302-450 hrs	3
o	C-TDR0303-300 hrs	2

Certification(s):

***Autodesk Certified User - AutoCAD** (ADESK002) – 3 credits towards Architectural Design & Construction Technology or Computer-Aided Drafting & Design in FL public colleges

***Autodesk Certified User – Revit Architecture** (ADESK008) - 3 credits towards Architectural Design & Construction Technology, Computer-Aided Drafting & Design or Building Construction Technology in FL public colleges

***Autodesk Certified User - Inventor** (ADESK011) – 3 credits towards Engineering Technology in FL public colleges

***Certified SolidWorks Associate** (SOLID003) – No college articulation

***Certified SolidWorks Professional** (SOLID004) – No college articulation

Program:	**Courses:**	**HS Credits**:
Computer Systems & Information Technology		
o	A-CTS0082-300 hrs	2
o	B-CTS0083-150 hrs	1
o	C-CTS0084-150 hrs	1
o	D-CTS0069-300 hrs	2

Certification(s):

***CompTIA A+** (COMPT001) - 3 credits in Computer Information Technology at FL public colleges

***CompTIA Network+** (COMPT006) - 3 credits towards AAS/AS degree in Computer Engineering Technology OR Networking Services Technology at FL public colleges

Articulation with SCF:

Completion of OCP A: 3 credits towards AS in All Computer Programs for which these are required at SCF for CGS1000 (CIS)

Completion of OCP B: 3 credits towards AS in All Computer Programs for which these are required at SCF for CTS1150 (Microcomputer Hardware)

Completion of OCP C: 3 credits towards AS in All Computer Programs for which these are required at SCF for CET1600 (Networking Fundamentals) Architectural Design & Construction Technology OR Building Construction Technology/BuildingConstruction Technology OR Drafting and Design Technology in FL public colleges

Program:	**Courses:**	**HS Credits**:
Diesel Systems Technician		
o	A-DIM0101-150 hrs	1
o	B-DIM0102-300 hrs	2
o	C-DIM0104-300 hrs	2
o	D-DIM0105-300 hrs	2

Certification(s):

***ASE Automotive & Light Truck Certification – A6 – Electronic Systems** (NIASE008) - 3 credits in Automotive Service Management at FL public colleges

***ASE Medium/Heavy Truck Technician: Electrical** (NIASE023)

***ASE Diesel Engines (T2)** (NIASE020)

***ASE Light Vehicle Diesel Engines (A9)** (NIASE071)

***ASE Medium/Heavy Truck Technician: Brakes** (NIASE016)

Program:	**Courses:**	**HS Credits**:
Electrical & Instrumentation Technology I		
o	A-EEV0650-350 hrs	2
o	B-EEV0652-350 hrs	2
o	C-EEV0654-300 hrs	2

Certification(s):

***PMMI Mechatronics Certification: Fluid Power** (PMMIN001) – No college articulation

*** PMMI Mechatronics Certification: Industrial Electricity 2** (PMMIN002) – No college articulation

*** PMMI Mechatronics Certification: Programmable Logic Controllers (PLCs)** (PMMIN004) – No college articulation

Program:	**Courses:**	**HS Credits**:
Global Logistics & Supply Chain Technology		
o	A-TRA0180-150 hrs	1
o	B-TRA0181-150 hrs	1
o	C-TRA0182-150 hrs	1
o	DTRA0183-150 hrs	1

Certification(s):

***MSSC Certified Production Technician (CPT)** (MSSCN001) **-** 6 credits towards an AS degree in Electronics Engineering Technology, Manufacturing Technology or Engineering Technology at Fl public colleges

*** MSSC Certified Logistics Technician (CLT)** (MSSCN002) – No college articulation

Program:	**Courses:**	**HS Credits**:
Heating, Ventilation, Air-Conditioning/Refrigeration (HVAC/R)		
o	A-ACR0041-250 hrs	1.5
o	B-ACR0043-250 hrs	1.5
o	C-ACR0047-250 hrs	1.5
o	C-ACR0049-250 hrs	1.5
o	D-ACR0044-350 hrs	2

Certification(s):

***HVAC Excellence Employment Ready – Heat Pump** (HVACE001) - 4 credits towards AAS/AS degree in Air Conditioning, Refrigeration, Heating System Technology at FL public colleges

***HVAC Excellence Employment Ready - Air Conditioning** (HVACE002) - 4 credits towards AAS/AS degree in Air Conditioning, Refrigeration, Heating System Technology at FL public colleges

***HVAC Excellence Employment Ready – Electrical** (HVACE011) - 4 credits towards AAS/AS degree in Air Conditioning, Refrigeration, Heating System Technology at FL public colleges

East Campus (Lakewood Ranch Blvd.)

Program:	**Courses:**	**HS Credits**:
Emergency Medical Technician (EMT)		
o	A-EMS0110 -300 hrs	2

Certification:

***Emergency Medical Technician (EMT)** (NREMT001) - 12 credits towards AAS/AS degree in Emergency Medical Services

Program:	**Courses:**	**HS Credits**:
Fire Fighter		
o	A-FFP0030-191 hrs	1
o	B-FFP0031-301 hrs	2

Certification(s):

Certified Fire Fighter - 398 hours in Fire Fighter articulate to 3 credits towards AAS/AS degree in Fire Science Technology (FESHE)/Fire Science Technology

***Fire Fighter 1** (FLSFM005)

***Fire Fighter 2** (FLSFM006) – 3 credits in Fire Science Technology at FL public colleges

Articulation with SCF:

Completion of OCP A: 3 credits for FFP1740 (BFST1740, ATPC1740) Fire Service Course Delivery; 3 credits for FFP1810 (BFST1810,ATPC1810) Firefighting Tactics and Strategy I; 3 credits for FFP2120 (BFST2120, ATPC2120) Building Construction for the Fire Service and 3 credits for FFP2720 (BFST2720, STPC2720) Company Officer towards AAS/AS degree in Fire Science Technology (FESHE)/Fire Science Technology at SCF.

Completion of OCP B: 3 credits for FFP1505 (BFST1505, ATPC1505) Fire Prevention Practices; 3 credits for FFP1540 (BFST1540, ATPC1540) Private Fire Protection Systems I; 3 credits for FFP2741 (BFST2741, ATPC2741) Fire Service Course Design; 3 credits for FFP2510 (BFST2510, ATPC2510) Fire Codes and Standards; 3 credits for FFP2521 (BFST2521, ATPC2521) Construction Documents and Plans Review 3 credits for FFP2541 (BFST2541, APTC2541) Private Fire Protection Systems II towards AAS/AS degree in

Fire Science Technology (FESHE)/Fire Science Technology at SCF**;** Upon program completion, a minimum award of 3 credits in Fire Science Technology at FL public colleges

Program:	**Courses:**	**HS Credits**:
Patient Care Technician (PCT)		
o	A-HSC0003-90 hrs	1
o	B-HCP0121-75 hrs; C-HCP0332-50 hrs; D-HCP0020-75 hrs	1
o	E-HSC0016-150 hrs	1
o	F-MEA0580-100 hrs; G-PRN0094-60 hrs	.5

Certification:

***Certified Nursing Assistant (CNA)** (FDMQA002) - No college articulation

Program:	**Courses:**	**HS Credits**:
Pharmacy Technician ATC		
o	A-HSC0003-90 hrs	1
o	B1-PTN0084-360 hrs	2
o	B2-PTN0085-300 hrs	2
o	B3-PTN0086-300 hrs	2

Certification:

***Certified Pharmacy Technician (CPht)** (NATHA010) – No College articulation

***Pharmacy Technician** (PTCBD001) - 9 credits towards AAS/AS degree in Pharmacy Management at Fl public colleges

*=On the CAPE industry certification list

AGENDA ITEM NO. 10.7

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Home Education and Private School Dual Enrollment Articulation Agreement with Manatee Technical College (MTC) for the 2022-2023 School Year

Executive Summary
As required by the Florida Department of Education, each school district must have a Home Education and Private School Dual Enrollment Articulation Agreement in place and also have established written policies that operationalize the home education and private school education dual enrollment process within the school district that is available to parents and students. The 2022-2023 Home Education and Private School Dual Enrollment Articulation Agreement between the home education and private school student and their parents and Manatee Technical College (MTC) outlines the required specific Florida state statutes that are applicable to home education and private school dual enrollment. This document will be updated annually and submitted to the Manatee County School Board for approval. This Agreement will formalize our working partnership with the community and workforce here in the Suncoast.

A copy of the 2022-2023 Home Education and Private School Dual Enrollment Articulation Agreement is attached for review.

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval of the Home Education and Private School Dual Enrollment Articulation Agreement with Manatee Technical College (MTC) for the 2022-2023 school year.

Financial Impact
The financial impact will be determined by the number of students served and the generated revenue from the Florida Department of Education.

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

Attachments:
2022 2023 Home Private Education DE Articulation Agreement

2022-23 Home/Private Education Dual Enrollment

Articulation Agreement

Between the Home Education Student and their parents
or the Private School Education Student and their parents
and

Manatee Technical College

THIS AGREEMENT is entered into by and between the Home Education Student and their parents or the Private School Education Student and their parents, hereafter referred to as the "Home/Private", and Manatee Technical College, hereafter referred to as the "College"; and

WHEREAS, Florida Statutes provides that home education dual enrollment is a curricular option of elective credits toward earning a home school diploma and completing a career certificate program through a district's technical college, and

WHEREAS, Manatee Technical College, a publicly funded postsecondary institution, can provide a variety of high skill, high wage career training program options.

NOW, THEREFORE, BE IT RESOLVED that the Home/Private and the College agree to the following:

The Home/Private Education Articulation Agreement, pursuant to section S.1007.271(13)(b), Florida Statutes (F.S.), requires each postsecondary institution to enter into an agreement with each home education or private school student seeking enrollment in a dual enrollment course and the student's parents. The following are the minimum components required in the agreement:

A. Courses and programs available to dually enrolled home/private education students appear in Exhibit B. Courses and programs may be added, revised, or deleted at any time by the postsecondary institution.

B. The initial and continued eligibility requirements for home/private education student participation, not to exceed those required of other dually enrolled students. An eligible home/private education student must:
    1. Provide proof of enrollment in a home education program/private school, pursuant to S. 1002.41, F.S.
    2. Students are responsible for their own transportation to the college. Students are also responsible to purchase the proper uniform for their program. Home/private education students are **exempt** from the payment of registration, tuition, and laboratory fees.
    3. Sign the home/private education articulation agreement.

Note: While there is no grade point average (GPA) requirement to initially enroll, home/private education students must still present qualifying scores on a common placement test (SAT, ACT, or P.E.R.T.). See Exhibit A below. The postsecondary institution may also establish a postsecondary grade point average for continued participation.

In order to provide comparable dual enrollment programs between home/private education and public-school students, the postsecondary institution may require a determination of the home/private education student grade level prior to entry to the dual enrollment program.

There is no statutory requirement that home/private education students must present a transcript at the time of entry to the dual enrollment program; however, there may be educational benefits to the student for sharing his or her education background.

C. The Florida Department of Education "Statement of Dual Enrollment Transfer Guarantees" is available at http://www.fldoe.org/policy/articulation

D. Section 1007.271(25), F.S. requires that the dual enrollment articulation agreement include services and resources that are available to students with disabilities who register for dual enrollment.

E. Applications for career dual enrollment will be accepted by the College in Spring and Summer for the beginning of the following school year. Mid-term applications will only be accepted on a space available basis and with mutual agreement of the home/private high school principal and College director. S.1007.271 (21)(d), F.S.

F. All students enrolled in career dual enrollment will meet the Basic Skills Requirements as specified in 6A-10.040, F.A.C, and detailed in Exhibit "A".

G. All career dual enrolled students will have the opportunity to achieve at least one industry certification as part of the career program. Programs are listed in Exhibit "B".

H. Only career preparatory courses contained within the state course numbering system and are part of sequence of courses in a program offered through the College which lead to an industry certification, are part of this agreement. New programs/courses meeting this specification can be added to the agreement at any time by agreement of the chief administrative officers of each party. S.1007.271 (21)(c), F.S.

I. Students participating in home/private education dual enrollment will be responsible to meet College rules for registration, attendance, and behavior as specified in the College Student Handbook. S.1007.271 (21)(m), F.S.

J. The College shall be responsive to parent inquiries of their student performance and progress in the home/private education dual enrollment program.

IN WITNESS WHEREOF, the parties have executed, or had their authorized representatives executed, this agreement on the dates written below.

_____

Parent Signature Date

_____

Student Signature Date

_____

MTC Staff Signature Date

Exhibit A – Basic Skills Requirements and Exceptions for Career Dual Enrollment

Requirements:

1. All career dual enrollment students will demonstrate preparedness for postsecondary education by completingan entry-level basic skills examination within the first six (6) weeks after admission into the program. The acceptable exam for this requirement is the Test of Adult Basic Education (TABE).

2. Entrance Testing Exemptions. A student may be exempted for the entrance testing requirements bydocumenting any one of the following: (a, b, c, d OR e)
    a. Minimum SAT scores
        i. Critical Reading – 440 prior to March 1, 2016; Reading Test - 24 since March 1, 2016
        ii. Mathematics – 440 prior to March 1, 2016; Math Test – 24 since March 1, 2016
        iii. Writing & Language Test – 25 since March 1, 2016
    b. Minimum ACT scores
        i. Reading – 19
        ii. English – 17
        iii. Mathematics - 19
    c. Minimum PERT scores
        i. Reading – 106
        ii. Writing – 103
        iii. Mathematics – 114

    d. Possessing a state, national or industry certification or licensure examination that is identified in the listentitled “Basic Skills and Licensure Exemption List”.
        www.fldoe.org › core › urlt › 2021-22-basicskills-with-License-exempt

    e. Documented learning disability and a current individualized education plan (IEP).

Exhibit B – High School Career Dual Enrollment Programs:

Main Campus (State Road 70 East)

Program:	**Courses:**	**HS Credits**:
Accounting Operations		
	o A-OTA0040-150 hrs	1
	o B-ACO0040-300 hrs	2
	o C-ACO0041-300 hrs	2
	o D-ACO0042-150 hrs	1

Certification(s):

***QuickBooks Certified User** (INTUT001) – Up to 3 credits towards AAS/AS degree in Accounting Technology at FL public colleges

***Microsoft Office Master** (MICRO017) - Up to 3 credits towards AAS/AS degree in Office Administration at FL public colleges

Microsoft Office Specialist (MOS) Bundle Certif. (Word, Excel, PowerPoint and either Access or Outlook) - Up to 3 credits toward AAS/AS degree in Office Administration at other FL public colleges

Articulation with SCF:

Completion of OCP A: 3 credits towards AS in Accounting Technology Certificate and/or AS Degree Program at SCF for CGS1000 (Computer Information Systems) & 3 credits towards AS in Accounting Technology Certificate and/or AS Degree Program at SCF for CGS1570 (Integrated Business Apps)

Completion of OCP C: 3 credits towards AS in Accounting Technology Certificate and/or AS Degree Program at SCF for APA1111 (Intro to Accounting)

Completion of OCP D: 3 credits towards AS in Accounting Technology Certificate and/or AS Degree Program at SCF for APS2141 (Computers for Accounting (Quickbooks)

Program:	**Courses:**	**HS Credits**:
Advanced Manufacturing & Production Technology		
	o A-ETI0400-150 hrs	1
	o B-ETI0431-150 hrs	1
	o C-ETI0432-150 hrs	1
	o D-ETI0453-150 hrs	1

Certification:

***Certified SolidWorks Associate** (SOLID003) – 3 credits towards AAS/AS degree in Engineering Technology or Manufacturing Technology at FL public colleges

Program:	**Courses:**	**HS Credits**:
Applied Cybersecurity		
	o A-CTS0018-600 hrs	4
	o B-CTS0085-150 hrs	1

Certification(s):

***CompTIA Security +** (COMP008) – 3 credits towards an AS degree in E-Business Technology in FL public colleges

***CIW Web Security Specialist** (PROSO026) – No college articulation

Articulation with SCF:

Completion of OCP A: 3 credits for CGS1000 (Computer Information Systems) and 3 credits for CTS1150 (Microcomputer Hardware and Maintenance) and 3 credits for CET1600 (Networking Fundamentals) towards AS degree in Information Technology at SCF

Completion of OCP B: 3 credits for CIS1355 (Security Engineering) towards AS degree in Information Technology at SCF

Program:	**Courses:**	**HS Credits**:
Automotive Collision Technology Technician		
	o A-ARR0140-150 hrs	1
	o B-ARR0141-450 hrs	4
	o C-ARR0312-300 hrs	2
	o D-ARR0022- 75 hrs	.5
	o E-ARR0112- 75 hrs	.5
	o F-ARR0295-350 hrs	3

Certification(s):

***ASE Collision Repair & Refinishing Technician – Painting & Refinishing (B2)** (NIASE029) - No college articulation

***ASE Collision Repair & Refinishing Technician – Non-Structural Analysis & Damage Repair (B3)** (NIASE018) - No college articulation

***ASE Collision Repair & Refinishing Technician – Structural Analysis & Damage Repair (B4)** (NIASE032) - No college articulation

Program:	**Courses:**	**HS Credits**:
Automotive Service Technology		
	o A-AER0014-300 hrs	2
	o B-AER0110-150 hrs	1
	o C-AER0257-150 hrs	1
	o D-AER0274-150 hrs	1
	o E-AER0453-150 hrs	1
	o F-AER0418-150 hrs	1
	o G-AER0360-300 hrs	2
	o H-AER0172-150 hrs	1
	o I-AER0503-300 hrs	2

Certification(s):

***ASE Automotive & Light Truck Certification – A1 – Engine Repair** (NIASE010) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A2 Automotive Transmission/Transaxle** (NIASE005) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A3 – Manual Drive Train and Axles** (NIASE012) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A4 – Suspension and Steering** (NIASE014) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A5 – Brakes** (NIASE007) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A6 – Electronic Systems** (NIASE008) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A7 – Heating and Air Conditioning** (NIASE011) - 3 credits in Automotive Service Management at FL public colleges

***ASE Automotive & Light Truck Certification – A8 – Engine Performance** (NIASE009) - 3 credits in Automotive Service Management at FL public colleges

***ASE Auto Maintenance and Light Repair (G1)** (NIASE076) **-** 3 credits in Automotive Service Management at FL public colleges

Program:	**Courses:**	**HS Credits**:
CNC Production Specialist		
	o A-PMT0026-300 hrs	2
	o B-PMT0027-300 hrs	2

Certification(s):

***NIMS Machining Level I – CNC Milling: Programming Setup & Operations -** (NIFMS001) – No college articulation

***NIMS Machining Level I - CNC Turning: Programming Setup & Operations** – (NIFMS002) – No college articulation

***NIMS Machining Level I - CNC Milling: Operations** – (NIFMS0014) – No college articulation

NIMS Machining Level I - CNC Turning: Operations – No college articulation

Program:	**Courses:**	**HS Credits**:
Computer-Aided Drawing & Modeling		
	o A-TDR0301-450 hrs	3
	o B-TDR0302-450 hrs	3
	o C-TDR0303-300 hrs	2

Certification(s):

***Autodesk Certified User - AutoCAD** (ADESK002) – 3 credits towards Architectural Design & Construction Technology or Computer-Aided Drafting & Design in FL public colleges

***Autodesk Certified User – Revit Architecture** (ADESK008) - 3 credits towards Architectural Design & Construction Technology, Computer-Aided Drafting & Design or Building Construction Technology in FL public colleges

***Autodesk Certified User - Inventor** (ADESK011) – 3 credits towards Engineering Technology in FL public colleges

***Certified SolidWorks Associate** (SOLID003) – No college articulation

***Certified SolidWorks Professional** (SOLID004) – No college articulation

Program:	**Courses:**	**HS Credits**:
Computer Systems & Information Technology		
	o A-CTS0082-300 hrs	2
	o B-CTS0083-150 hrs	1
	o C-CTS0084-150 hrs	1
	o D-CTS0069-300 hrs	2

Certification(s):

***CompTIA A+** (COMPT001) - 3 credits in Computer Information Technology at FL public colleges

***CompTIA Network+** (COMPT006) - 3 credits towards AAS/AS degree in Computer Engineering Technology OR Networking Services Technology at FL public colleges

Articulation with SCF:

Completion of OCP A: 3 credits towards AS in All Computer Programs for which these are required at SCF for CGS1000 (CIS)

Completion of OCP B: 3 credits towards AS in All Computer Programs for which these are required at SCF for CTS1150 (Microcomputer Hardware)

Completion of OCP C: 3 credits towards AS in All Computer Programs for which these are required at SCF for CET1600 (Networking Fundamentals) Architectural Design & Construction Technology OR Building Construction Technology/BuildingConstruction Technology OR Drafting and Design Technology in FL public colleges

Program:	**Courses:**	**HS Credits**:
Diesel Systems Technician		
	o A-DIM0101-150 hrs	1
	o B-DIM0102-300 hrs	2
	o C-DIM0104-300 hrs	2
	o D-DIM0105-300 hrs	2

Certification(s):

***ASE Automotive & Light Truck Certification – A6 – Electronic Systems** (NIASE008) - 3 credits in Automotive Service Management at FL public colleges

***ASE Medium/Heavy Truck Technician: Electrical** (NIASE023)

***ASE Diesel Engines (T2)** (NIASE020)

***ASE Light Vehicle Diesel Engines (A9)** (NIASE071)

***ASE Medium/Heavy Truck Technician: Brakes** (NIASE016)

Program: **Courses:** **HS Credits**:

Electrical & Instrumentation Technology I

- A-EEV0650-350 hrs 2
- B-EEV0652-350 hrs 2
- C-EEV0654-300 hrs 2

Certification(s):

***PMMI Mechatronics Certification: Fluid Power** (PMMIN001) – No college articulation

*** PMMI Mechatronics Certification: Industrial Electricity 2** (PMMIN002) – No college articulation

*** PMMI Mechatronics Certification: Programmable Logic Controllers (PLCs)** (PMMIN004) – No college articulation

Program: **Courses:** **HS Credits**:

Global Logistics & Supply Chain Technology

- A-TRA0180-150 hrs 1
- B-TRA0181-150 hrs 1
- C-TRA0182-150 hrs 1
- DTRA0183-150 hrs 1

Certification(s):

***MSSC Certified Production Technician (CPT)** (MSSCN001) **-** 6 credits towards an AS degree in Electronics Engineering Technology, Manufacturing Technology or Engineering Technology at Fl public colleges

*** MSSC Certified Logistics Technician (CLT)** (MSSCN002) – No college articulation

Program: **Courses:** **HS Credits**:

Heating, Ventilation, Air-Conditioning/Refrigeration (HVAC/R)

- A-ACR0041-250 hrs 1.5
- B-ACR0043-250 hrs 1.5
- C-ACR0047-250 hrs 1.5
- C-ACR0049-250 hrs 1.5
- D-ACR0044-350 hrs 2

Certification(s):

***HVAC Excellence Employment Ready – Heat Pump** (HVACE001) - 4 credits towards AAS/AS degree in Air Conditioning, Refrigeration, Heating System Technology at FL public colleges

***HVAC Excellence Employment Ready - Air Conditioning** (HVACE002) - 4 credits towards AAS/AS degree in Air Conditioning, Refrigeration, Heating System Technology at FL public colleges

***HVAC Excellence Employment Ready – Electrical** (HVACE011) - 4 credits towards AAS/AS degree in Air Conditioning, Refrigeration, Heating System Technology at FL public colleges

East Campus (Lakewood Ranch Blvd.)

Program:	**Courses:**	**HS Credits**:
Emergency Medical Technician (EMT)		
	o A-EMS0110 -300 hrs	2

Certification:

***Emergency Medical Technician (EMT)** (NREMT001) - 12 credits towards AAS/AS degree in Emergency Medical Services

Program:	**Courses:**	**HS Credits**:
Fire Fighter		
	o A-FFP0030-191 hrs	1
	o B-FFP0031-301 hrs	2

Certification(s):

Certified Fire Fighter - 398 hours in Fire Fighter articulate to 3 credits towards AAS/AS degree in Fire Science Technology (FESHE)/Fire Science Technology

***Fire Fighter 1** (FLSFM005)

***Fire Fighter 2** (FLSFM006) – 3 credits in Fire Science Technology at FL public colleges

Articulation with SCF:

Completion of OCP A: 3 credits for FFP1740 (BFST1740, ATPC1740) Fire Service Course Delivery; 3 credits for FFP1810 (BFST1810,ATPC1810) Firefighting Tactics and Strategy I; 3 credits for FFP2120 (BFST2120, ATPC2120) Building Construction for the Fire Service and 3 credits for FFP2720 (BFST2720, STPC2720) Company Officer towards AAS/AS degree in Fire Science Technology (FESHE)/Fire Science Technology at SCF.

Completion of OCP B: 3 credits for FFP1505 (BFST1505, ATPC1505) Fire Prevention Practices; 3 credits for FFP1540 (BFST1540, ATPC1540) Private Fire Protection Systems I; 3 credits for FFP2741 (BFST2741, ATPC2741) Fire Service Course Design; 3 credits for FFP2510 (BFST2510, ATPC2510) Fire Codes and Standards; 3 credits for FFP2521 (BFST2521, ATPC2521) Construction Documents and Plans Review 3 credits for FFP2541 (BFST2541, APTC2541) Private Fire Protection Systems II towards AAS/AS degree in Fire Science Technology (FESHE)/Fire Science Technology at SCF**;** Upon program completion, a minimum award of 3 credits in Fire Science Technology at FL public colleges

Program:	**Courses:**	**HS Credits**:
Patient Care Technician (PCT)		
	o A-HSC0003-90 hrs	1
	o B-HCP0121-75 hrs; C-HCP0332-50 hrs; D-HCP0020-75 hrs	1

- E-HSC0016-150 hrs 1
- F-MEA0580-100 hrs; G-PRN0094-60 hrs .5

Certification:

***Certified Nursing Assistant (CNA)** (FDMQA002) - No college articulation

Program:	**Courses:**	**HS Credits**:

Pharmacy Technician ATC

- A-HSC0003-90 hrs 1
- B1-PTN0084-360 hrs 2
- B2-PTN0085-300 hrs 2
- B3-PTN0086-300 hrs 2

Certification:

***Certified Pharmacy Technician (CPht)** (NATHA010) – No College articulation
***Pharmacy Technician** (PTCBD001) - 9 credits towards AAS/AS degree in Pharmacy Management at Fl public colleges

*=On the CAPE industry certification list

AGENDA ITEM NO. 10.8

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the New Agreement Between the School Board of Manatee County and Meals on Wheels Plus of Manatee County, for On-The-Job Training for Exceptional Student Education Students for June 2022-June 2025, No Financial Impact

Executive Summary
The School Board has, over the years, contracted with numerous providers for on-the-job training (OJT) career experiences for Exceptional Student Education (ESE) students as they transition from school to work.

In order for students to continue to fully participate in this type of on-the-job career experience program, it is necessary for each of the participating providers to sign an agreement with the school system.

This agreement will provide high school ESE students who are enrolled in a career experience course to earn elective credits towards a standard diploma. The program satisfies course credit requirements, as well as places emphasis on career and employability skills. An ESE teacher or job coach will provide supervision of the students. In addition, for ESE students who qualify for supported employment services through Vocational Rehabilitation (VR), Employment Specialists will assist both businesses and ESE students regarding work accommodations and modifications when necessary for job success. Students that participate in the OJT program at this job site will be taught, but are not limited to, skills in maintenance, custodial, and stocking skills.

A copy of the agreement is attached for review.

- New Agreement: Meals on Wheels Plus of Manatee County, Marybeth Philips

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

Adult, Career & Technical Education | Goal 1
Implement curriculum opportunities for students to learn technical skills with a wide range of strategies through their educational career.

Adult, Career & Technical Education | Goal 2
Implement curriculum opportunities for students to learn people skills with a wide range of strategies through their educational career.

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County and Meals on Wheels Plus of Manatee County, for on-the-job training for Exceptional Student Education students for June 2022-June 2025, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:

Affiliation Agreement Meals on Wheels

The School Board of Manatee County
Affiliation Agreement for Career Experience

AGREEMENT for affiliation with Meals on Wheels Plus of Manatee County
Address: 811 23rd Ave E, Bradenton Fl 34208

This agreement is made between The School Board of Manatee County and Meals on Wheels Plus of Manatee County (hereafter called the Affiliating Site).

WHERE AS, it is of mutual interest and benefit that the students enrolled in the Career Experience Program, who are qualified as Exceptional Students, are provided the opportunity and benefit of the educational facilities of Meals on Wheels Plus of Manatee County for gainful employability skills and workplace competencies.

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

RESPONSIBILITIES OF AFFILIATING SITE: The Affiliating Site shall perform all of the following duties and obligations with due diligence, care, and in good faith.

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

B. To select employees to serve as role-model trainers for the students.

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

D. The Affiliating Site will immediately notify the ESE Teacher/Job Coach, in the event of an accident, injury, or a medical emergency. The Job Coach will notify the appropriate emergency contact for that student.

E. Maintain business liability insurance.

F. To identify work areas for training students as deemed appropriate by the Affiliating Site's management staff.

G. To provide on-site supervision in specified training areas with the cooperation of the ESE teacher/Job Coach to be assigned by The Board.

H. To consider students who meet competency requirements for future employment.

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

A. The School Board of Manatee County will provide a teacher/Job Coach of Exceptional Education to be available on a daily basis to work with the identified students. The Job Coach/teacher will

collaborate with the assigned site personnel to ensure that students' meet identified curriculum framework competencies and has the authority, after consultation with the Affiliating Site, to discontinue the training of any student deemed appropriate.

B. To provide transportation for the students to the worksite and back to the selected school center each day.

C. To require all participating students, subscribe to the school accident insurance coverage and that evidence of this coverage be presented for each student to the Affiliating Site if requested.

D. To provide general liability "student in practicum" insurance coverage, covering any negligent acts committed by a student while enrolled in any on-the-job educational training programs.

Terms and Conditions:

Term and Renewal:

This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three years, through June 30, 2025 upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three years. Either the School Board of Manatee County or the Affiliating Site reserve the right to terminate this contract, with 30 days written notice.

Compliance with Jessica Lunsford Act:

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

ASSIGNMENT:

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

THIRD PARTY BENEFICIARIES:

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

GOVERNING LAW:

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

forum. The costs of such dispute will be borne by the individual party.

RELATIONSHIP OF PARTIES:

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

INDEMNIFICATION:

Subject to the limitations contained in Florida Statutes, each party shall indemnify, defend, and hold the other party, its affiliates and their respective trustees, governors, directors, officers, employees, contractors, subcontractors, and agents (collectively, the "Indemnified Parties") harmless from and against any and all liabilities, suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and character (including, without limitation, reasonable attorney fees court costs, and expert witness fees) suffered or incurred by, or asserted or imposed against the party seeking indemnification (or its Indemnified Parties) to the extent resulting from, connected with, or arising out of any negligent or wrongful act or omission by the indemnifying party (or its Indemnified Parties)".

CONFIDENTIALITY:

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

SOVEREIGN IMMUNITY:

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

STANDARDS OF CONDUCT:

The affiliating site 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.

SEVERABILITY AND WAIVER:

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

FORCE MAJEURE:

The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such a acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event

that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

EQUAL OPPORTUNITY:

The provider 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 and the Family Medical Leave Act. Said provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status.

FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:

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

TERMINATION FOR CAUSE AND CONVENIENCE:

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

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

COMPLIANCE WITH THE SUNSHINE LAW:

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

SCHOOL DISTRICT POLICY:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be affected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

COMPLIANCE WITH REGULATIONS:

Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the affiliating site will in no way be a cause for relief from responsibility. The affiliating site 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 affiliating site must not be in violation of any zoning or other ordinances in the performance of this contract.

SAFETY STANDARDS:

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

OTHER PROVISIONS:

POSSESSION OF FIREARMS: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the provider/affiliating site, 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 provider/affiliating site. If a sub-contractor fails to terminate said employee or independent contractor, the provider/affiliating site shall terminate its agreement with the sub-contractor. If the provider/affiliating site fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "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 provider/affiliating site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Provider/affiliating site agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the provider/affiliating site does not comply with this provision.

POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Provider/affiliating site employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering, substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Provider/affiliating site. If a sub-contractor fails to terminate said employee or independent contractor, the Provider/affiliating site shall terminate its agreement with the sub-contractor. If the Provider/affiliating site fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee

County.

ENTIRE AGREEMENT:

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail. This agreement shall become effective on the agreement date, or the date on which the agreement has been signed by parties required to execute as indicated below and shall have a term not to exceed one year.

CUSTODIAN OF PUBLIC RECORD:

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

SIGNATURES:

MaryBeth Phillips

6/8/2022

Mitchell Teitelbaum, Esq., General Counsel
School Board of Manatee County

Date

Cynthia Saunders, Superintendent
School District of Manatee County

Date

Rev. James Golden
School Board of Manatee County

Date

FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

DIVISION of CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Not For Profit Corporation
MEALS ON WHEELS PLUS OF MANATEE, INC.

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Principal Address

811 23RD AVENUE EAST
BRADENTON, FL 34208

Changed: 03/09/1988

Mailing Address

811 23RD AVENUE EAST
BRADENTON, FL 34208

Changed. 03/09/1988

Registered Agent Name & Address

PHILLIPS, MARIE E
811 23RD AVENUE EAST
BRADENTON, FL 34208

Name Changed: 02/09/2017

Address Changed· 01/10/2007

Officer/Director Detail

Name & Address

Title CHAIRMAN

GOODSON, MARK WARREN

809 RIVIERA DUNES WAY
PALMETTO, FL 34221

Title TREASURER

DIDOMENICO, JAIME
206 WOODVIEW WAY
BRADENTON, FL 34212

Title CEO

PHILLIPS, MARIE E
811 23RD AVENUE EAST
BRADENTON, FL 34208

Title VC

BARRON, JACKIE
811 23RD AVENUE EAST
BRADENTON, FL 34208

Title Secretary

MARTELLA, KATHLEEN
13210 PALMERS CREEK TERRACE
LAKEWOOD RANCH, FL 34202

Title CFO

GRENIER, WILLIAM MARTIN
6608 BUTLERS CREST DRIVE
BRADENTON, FL 34203

Annual Reports

Report Year	Filed Date
2020	02/05/2020
2021	02/12/2021
2022	01/24/2022

Document Images

01/24/2022 -- ANNUAL REPORT	View image in PDF format
02/12/2021 -- ANNUAL REPORT	View image in PDF format
02/05/2020 -- ANNUAL REPORT	View image in PDF format
02/08/2019 -- ANNUAL REPORT	View image in PDF format
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02/09/2017 -- ANNUAL REPORT	View image in PDF format
02/01/2016 -- ANNUAL REPORT	View image in PDF format
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02/10/2014 -- ANNUAL REPORT	View image in PDF format

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02/09/2012 -- ANNUAL REPORT	View image in PDF format
01/06/2011 -- ANNUAL REPORT	View image in PDF format
01/22/2010 -- Amended and Restated Articles	View image in PDF format
01/08/2010 -- ANNUAL REPORT	View image in PDF format
01/05/2009 -- ANNUAL REPORT	View image in PDF format
01/04/2008 -- ANNUAL REPORT	View image in PDF format
01/10/2007 -- ANNUAL REPORT	View image in PDF format
01/06/2006 -- ANNUAL REPORT	View image in PDF format
03/07/2005 -- ANNUAL REPORT	View image in PDF format
02/09/2004 -- ANNUAL REPORT	View image in PDF format
07/21/2003 -- ANNUAL REPORT	View image in PDF format
06/16/2002 -- ANNUAL REPORT	View image in PDF format
07/10/2001 -- ANNUAL REPORT	View image in PDF format
04/24/2000 -- ANNUAL REPORT	View image in PDF format
04/27/1999 -- ANNUAL REPORT	View image in PDF format
05/15/1998 -- ANNUAL REPORT	View image in PDF format
05/12/1997 -- ANNUAL REPORT	View image in PDF format
02/26/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

AGENDA ITEM NO. 10.9

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Apply, Accept, and Expend the 2022-2023 Perkins V Postsecondary Grant, in the Amount of $261,265.00

Executive Summary
The Strengthening Career and Technical Education for the 21 st Century Act (Perkins V), Career and Technical Education Postsecondary Programs Section 132 is funded by the Strengthening Career and Technical Education for the 21st Century Act (Perkins V), Title I and the Workforce Investment Act, Section 503. The purpose of the Perkins Postsecondary grant is to develop more fully the academic and technical skills of postsecondary education students who elect to enroll in Career and Technical Education (CTE) programs. This is an entitlement grant. Program year 2022-2023 is the third year of a four-year grant cycle. The School Board of Manatee County is allocated an estimated $261,265.00 (allocation is contingent on Florida's 2022 federal award). The postsecondary grant will support postsecondary CTE at Manatee Technical College.

A copy of the grant application is attached for review.

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval to apply, accept, and expend the 2022-2023 Perkins V Postsecondary Grant, in the amount of $261,265.00.

Financial Impact
There will be no cost to General Fund. The district is projected to receive funds for the Perkins V Postsecondary Grant, in the amount of $261,265.00 for the 2022-2023 school year.

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

Attachments:
2022-23 PerkinsV Postsecondary Grant Application

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return grant application to:	A) Program Name:	DOE USE ONLY
Office of Grants Management (OGM) ShareFile System Folder #1 TAPS# 23B005 Telephone: (850) 245-0496	**Strengthening Career and Technical Education for the 21st Century Act (Perkins V) Postsecondary, Section 132 Entitlement** **Fiscal Year 2022-2023** **TAPS NUMBER: 23B005**	Date Received

B) Name and Address of Eligible Applicant:
School Board of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205

Project Number (DOE Assigned)

C) Total Funds Requested:

$ 261,265

DOE USE ONLY

D) Applicant Contact & Business Information

Contact Name: **Dr. Valerie Viands, Director, Manatee Technical College;** Fiscal Contact Name: **Rochelle Maningas, Grants Accountant**	Telephone Numbers: **941.751.7900, ext. 1001** **941.708.8770, ext. 41148**
Mailing Address: **Manatee County School District, 215 Manatee Ave. W. Bradenton, FL 34205**	E-mail Addresses: **viandsv@manateeschools.net** **maningasr@manateechools.net**
Physical/Facility Address: **Manatee Technical College, 6305 E. State Road 70 Bradenton, FL 34203**	DUNS number: **100012962** FEIN number: **59-6000728**

CERTIFICATION

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

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

E) [signature] (May 3, 2022 16:24 EDT)

Signature of Agency Head
Pending Board approval.

Superintendent
Title

Date

Richard Corcoran, Commissioner

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

Perkins V: 2022-2023 Program of Study

	Program Name:	Program Code and/or CIP	Participating Schools and Institutions	Accelerated Credit Opportunity(ies)
Secondary	***Middle School:***			
	High school: Building Trades and Construction Design Technology	8722000	Bayshore High School, Palmetto High School	Building Trades and Construction Design Technology 1-3 (8722010, 8722020, 8722030): Building Construction Assistant BCV0080 Building Trades and Construction Design Technology 4 (8722040): Carpentry and Masonry Technician BCV0081
Postsecondary	***Registered Apprenticeship:***			
	Technical College/Center: Building Trades and Construction Design Technology	C100100	Manatee Technical College	OCP-A: ETI1701 Industrial Safety—3 credit hours; BCN2230 Building Construction Materials and Methods—3 credit hours. OCP-B: BCT2770 Building Construction Estimating—3 credit hours. NCCER Statewide Articulation
	FCS Institution: Construction Management Technology	1646041201	State College of Florida Manatee-Sarasota (SCF)	
	University: Construction Management /Engineering		University of South Florida (USF)	

Attachment E
2022-2023 Postsecondary CTE Assurances

Applicants must thoroughly read the assurances and acknowledgements prior to determining whether to submit an application. If an applicant is awarded funds, the applicant will become a grantee and must agree to all terms and conditions herein.

The agency head must initial each item in the space provided. Failure to assure compliance with each of the following requirements will result in the rejection of the application.

Manatee County School District ____, hereby acknowledge and agrees to the statements below.

A. Career and Technical Education Instructional and Programmatic Assurances
The Grantee agrees:

CS _____ 1. To use the Florida Career and Technical Education Curriculum Frameworks located at http://www.fldoe.org/academics/career-adult-edu/career-tech-edu/curriculum-frameworks/ in accordance with Rule 6A-6.0571 to plan, deliver and assess instruction.

CS _____ 2. To ensure that all postsecondary career and technical education instructors and faculty employed by school districts meet the minimum requirements and abide by the provisions set forth in the applicable sections in Chapter 1012 Personnel of the Florida Statutes; or (for FCS institutions)

CS _____ 3. To ensure that all career and technical education instructors and faculty meet the minimum credential requirements set forth by the FCS institution's Board of Trustees and the Southern Association of Schools and Colleges (if applicable) and abide by the provisions in Chapter 1012, Subpart B of the Florida Statutes.

CS _____ 4. To provide local professional development as defined in Perkins V Section 3(40) for staff and faculty and ensure participation in state-provided professional development and meetings as appropriate and deemed mandatory by the state.

CS _____ 5. To offer at least one program of study (Sec. 134(b)(2)) that meets all of Florida's Programs of Study Standards at http://www.fldoe.org/academics/career-adult-edu/Perkins/ProgramsofStudy.stml.

CS _____ 6. To collaborate with local workforce development boards and other local workforce agencies, one-stop delivery systems described in section 121(e)(2) of the Workforce Innovation and Opportunity Act (29 U.S.C. 3151(e)(2)), and other partners to provide—

a) career exploration and career development coursework, activities, or services;

b) career information on employment opportunities that incorporate the most up to-date information on high-skill, high-wage, or in-demand industry sectors or occupations, as determined by the Comprehensive Local Needs Assessment; and

c) an organized system of career guidance and academic counseling to students before enrolling and while participating in a career and technical education program. (Sec. 134(b)(3))

CS _____ 7. To provide activities to prepare special populations for high-skill, high-wage, or in-demand industry sectors or occupations that will lead to self-sufficiency.

CS _____ 8. To prepare career and technical education participants for non-traditional fields.

CS _____ 9. To provide equal access for special populations to career and technical education courses, programs, and programs of study.

CS _____ 10. To ensure that members of special populations will not be discriminated against on the basis of their status as members of special populations.

B. Comprehensive Local Needs Assessment (CLNA)

The Grantee agrees:

CS _____ 1. To ensure that all eligible postsecondary career and technical education programs being supported with Perkins funds meet Florida's Perkins V Postsecondary Size, Scope and Quality (SSQ) Standards at http://fldoe.org/academics/career-adult-edu/Perkins/clna.stml (Sec. 134(c)(2)(B)(i); Sec. 135(b)). Starting in program year 2020-2021, newly implemented postsecondary programs utilizing Perkins funds that are being brought into SSQ compliance must meet all SSQ criteria within a timeframe less than the total length of the program. Newly implemented programs must have students enrolled as a condition to utilize Perkins funds for support.

CS _____ 2. To ensure all career and technical education programs supported by Perkins funds are aligned to State, regional, Tribal, or local in-demand industry sectors or occupations as evidenced by the comprehensive local needs assessment (Sec. 134(c)(2)(B)(ii)).

CS _____ 3. To maintain all relevant documentation relating to need identification and stakeholder engagement for 5 years beyond the time of submission to the FDOE.

CS _____ 4. To ensure that stakeholder engagement required in Sec. 134(d) and Sec. 134(e) will take place to inform updates to the comprehensive local needs assessment, labor market alignment, implementation of programs and programs of study, implementation of work-based learning, and the coordination of local resources.

CS _____ 5. To conduct the biennial comprehensive local needs assessment during the 2021-2022 program year.

C. Program Performance: Program Improvement and Data Reporting
The Grantee agrees:

CS _____ 1. To adhere to the prescribed data collection and reporting requirements from the FDOE and as mandated by the Strengthening Career and Technical Education for the 21st Century Act (Perkins V). Annually, the FDOE will publish data reporting handbooks identifying all reporting requirements and formats. Failure to report accurate and complete data during the required reporting periods may result in the return of funds.

CS _____ 2. To ensure accurate and detailed reporting, as mandated by Perkins V by making every effort to collect social security numbers without coercion or to use a Florida student identification number associated with a social security number for all career and technical education participants, as specified under s. 1008.386, F.S.

CS _____ 3. To accept that failure to collect social security numbers can result in a negative impact on any performance measure that requires follow-up into other postsecondary education and employment and that without a social security number additional data collection on exit outcomes may be required to be collected and submitted through a supplemental process.

CS _____ 4. To accept that each eligible recipient will be expected to meet the local agreed upon performance levels for each postsecondary performance measure beginning with the data in program year 2020-2021.

CS _____ 5. To accept that performance on the Perkins V measures is based on each recipient's accurate data submission of student performance data as reported to the state.

CS _____ 6. To accept the requirements to implement additional program improvement measures and/or activities if the eligible recipient is not meeting 90% of the required performance target for any measure.

CS _____ 7. To address disparities or gaps in performance as described in Section 113(b)(3)(C)(ii)(II) in the coming plan year, and if no meaningful progress has been achieved prior to the third program year, additional actions will be taken to eliminate those disparities or gaps.

D. Grants and Fiscal Management and other Federal and State Administrative Provisions

The Grantee agrees:

CS_____ 1. To accept the Strengthening Career and Technical Education for the 21st Century Act (Perkins V) Four Year Plan (July 1, 2020 to June 30, 2024) grant period, the funds are appropriated annually and FDOE will evaluate eligible recipient's grant application each program year. Grantees agree to expended Perkins V funds on eligible career and technical education (CTE) programs that:

i. document a need specified within the Comprehensive Local Needs Assessment (CLNA) in accordance with Perkins V Section 134(c-e)
ii. meet the Perkins V requirements for sufficient Size, Scope and Quality as specified in Florida's Perkins V State Plan in accordance with Perkins V Section 134(c)(2)(B)(i) and
iii. coincide with the Requirements for Uses of Funds in accordance Perkins V Section 135

CS_____ 2. To assure that Perkins V funds will only be used to support the following eligible postsecondary career and technical education programs: career certificate, applied technology diploma, college credit certificate, Associate in Applied Science degree, Associate in Science degree, related technical instruction associated with a registered pre-apprenticeship/apprenticeship program.

CS_____ 3. To accept overall responsibility for ensuring that the grant funds are managed in accordance with Florida's Perkins V State Plan, Sections134 and 135 of Perkins V, GEPA, OMB Circulars, UGG, EDGAR, Project Application and Amendment Procedures for Federal and State Programs (Green Book), any other relevant statutes, and regulations for guidance.

Furthermore, the applicant accepts the responsibility to use fiscal internal control and accounting procedures that will ensure the proper disbursement of, and accounting for, federal funds. Applicable federal regulations include:

i. Education Department General Administrative Regulations (EDGAR) http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html
ii. 2 CFR 200 in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

CS_____ 4. To retain records for financial transactions and supporting documentation for auditing purposes. If records are requested by the FDOE or the State of Florida Division of Financial Services, all records must be provided. Records should be maintained for **five years** from the last day of the program or longer if there is an ongoing investigation or audit.

CS_____ 5. To accept the requirement that the FDOE will monitor grantee's compliance with program and fiscal requirements according to applicable federal and state laws and regulations specified by:

- 2 C.F.R. 200 of the Uniform Guidance https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards

- Florida Department of Financial Services ***Reference Guide for State Expenditures*** https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf and guidelines published in the Florida Department of Education's ***Green Book*** available at: http://www.fldoe.org/finance/contracts-grants-procurement/grants-management/project-application-amendment-procedur.stml.
- The DCAE, ***Quality Assurance Policies, Procedures and Protocols Manual*** is available at: http://www.fldoe.org/academics/career-adult-edu/compliance/.

CS _____ 6. To ensure that funds received through this grant will be used to supplement Perkins V CTE program operating funds and will in no case be used to supplant local and state funding for such programs.

CS _____ 7. To maintain Personnel Activity Reports (also referred to as Time and Effort Reports) for all applicable federal and state funded employees and ensure that these reports are signed by the employee and the supervisor.

CS _____ 8. To accept that FDOE contract managers will periodically review the progress made on the implementation of your local four-year plan.

CS _____ 9. To submit a completed DOE 399 form, Final Project Disbursement Report, and the Projected Equipment Purchases Form to the FLDOE, Comptroller's Office, by August 20, 2023.

CS _____ 10. To accept that equipment purchased under this program must follow the Uniform Guidance found at https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards.

CS _____ 11. To ensure equitable access to, and participation of students, teachers, and other program beneficiaries with special needs. For details, refer to: http://www.ed.gov/fund/grant/apply/appforms/gepa427.pdf

CS _____ 12. To accept that if Grantee fails or refuses for any reason to perform any of its obligation under this contract or violates the grant policies, procedures or assurances, FDOE may impose such sanctions as it may deem appropriate. Sanctions may include, but are not limited to, placing the Grantee on a Corrective Action Plan (CAP), cancellation or termination of the contract, repayment of funds to the Agency, reduction in current year funds, reduction in future funds, withholding of payments in whole or in part, and the seeking of other remedies as may be provided by this contract law. Any cancellation, termination, or suspension of this contract, if imposed, shall become effective at the close of business on the day of Grantee receipt of written notice thereof from FDOE.

E. Data Privacy and Security

The Grantee agrees:

CS _____ 1. To comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g), a federal privacy law administered by the U.S. Department of Education. FERPA and its implementing regulations (34 Code of Federal Regulations [CFR] part 99) protect the privacy of students' education records and afford parents and eligible students certain rights to inspect and review education records, to seek to amend these

records, and to consent to the disclosure of personal identifiable information (PII) from education records. Unless expressly indicated in 20 U.S.C. 1232g, FERPA prohibits the disclosure of PII from education records without written consent. For the full text of 20 U.S.C. 1232g, see the Office of the Law Revision Counsel's United States Code Web page at http://uscode.house.gov/view.xhtml?req=(title:20%20section:1232g%20edition:prelim). The USDOE provided information on FERPA on this site: https://ed.gov/policy/gen/guid/fpco/ferpa/index.html

CS _____ 2. To ensure access to individual records will be stringently controlled through technical security conventions and passwords, complimentary to those established by Northwest Regional Data Center. Appropriate computer passwords and Login ID's shall be assigned to users in order to establish each user's data access authority only to the records or data elements required to complete federal- or state-mandated activities.

CS _____ 3. To comply with records retention schedules established by the Florida Department of State, Division of Library and Information Services, Records management program, consistent with the requirements of Section 257.36, Florida Statutes.

I certify that I have reviewed, understand, and agree to comply with the above assurances.

Cynthia Saunders, Superintendent
Print Name of Agency Head

Cynthia Saunders (May 3, 2022 16:24 EDT)
Signature of Agency Head

Dr. Valerie Viands, Director, MTC
Print Name of Program Contact

Valerie Viands
Signature of Program Contact

Section 1. Comprehensive Local Needs Assessment and Stakeholder Engagement

A. Please respond to the following question:

Question	Response
i. Describe the process your agency used to conduct the required biennial CLNA during the 2021-2022 program year. The results from this CLNA will guide your agency's Perkins V high priorities that will be implemented in the 2022-2023 and 2023-2024 program years.	Manatee Technical College (MTC) conducted entry and exit surveys of all postsecondary CTE students. Faculty were surveyed, and a group met in January to review CLNA. MTC got input from its school advisory council, the Board of Governors (BOG), at four meetings throughout the school year. The BOG is comprised of representatives from business and industry representing all CTE program areas, the Chamber of Commerce, the Economic Development Council, the Workforce Development Board, and secondary and higher education. In addition, MTC got input from all of its individual program advisory committees, each comprised of more than 50% employers, at two meetings each during the year. MTC Counselors met with district secondary counselors, who also conducted a SWAT Analysis. Articulation and dual enrollment meetings with secondary and State College of Florida (SCF), were held throughout the year.

B. Complete the Stakeholder Consultation Summary Table below:

Instructions:
This table must be utilized by the eligible recipient to minimally demonstrate in the RFA how local stakeholders were consulted in conducting the CLNA as required in section 134. This form is a simple table that can be expanded to provide the required narrative.

This table serves as a summary of the process and methods used to consult and identify the stakeholders that were consulted. Extensive documentary evidence such as meeting agendas, meeting minutes, transcripts, surveys, presentations, focus group materials, and any other form of consultation should not be submitted with the application but must be maintained locally. Extensive documentation may be requested as part of a local Perkins V monitoring and compliance review.

CLNA: Stakeholder Consultation Summary Table:

[A] Stakeholder Category Required by Perkins V Law	[B] List the individuals, organizations, associations and other groups consulted locally for this category of stakeholder.	[C] Describe the process and methods (meetings, surveys, focus groups, etc.) used for stakeholder consultation for this category of stakeholder.	[D] List the CLNA component(s) for which this category of stakeholder was consulted.
(i) representatives of career and technical education programs in a local educational agency or educational service agency, including teachers, career guidance and academic counselors, principals and other school leaders, administrators, and specialized instructional support personnel and paraprofessionals	CTE teachers, administrators, support personnel, and counselors from the middle school level through post-secondary education from the School District of Manatee County (SDMC) including Manatee Technical College, and State College of Florida Sarasota-Manatee (SCF)	Stakeholder consultation included: Meetings with representatives of Manatee County Schools on dual enrollment, programs of study, articulation, and labor market alignment; articulation meetings included district teachers, counselors, assistant directors, and other administrators; career pathways meetings with counselors and other school leaders. Career Pathways Coordinator on campus once a week. MTC and district secondary career counselors met at MTC once per year; CTE SWAT analysis by counselors. Secondary CTE instructors were surveyed. District Adult Career Technical Education dept. (ACT) met monthly with post-secondary staff to discuss needs, concerns, and plans.	Student Performance, Size Scope Quality, Labor Market Alignment, Programs of Study, Implementation Progress, Faculty & Staff, Equity & Access
(ii) representatives of career and	CTE Teachers, Career Counselors, Assistant Directors, Director of Manatee Technical College	MTC faculty are surveyed three times per year; MTC faculty in-service in January each year to focus on CLNA.	Student Performance, Size Scope Quality, Labor Market Alignment, Programs of

technical education programs at postsecondary educational institutions, including faculty and administrators		Meetings were held with reps of SCF on articulation. Counselors and career advisors met monthly. MTC had a career counselor from SCF on campus at least once per quarter to meet with students. MTC assistant director is chair of health services advisory board for SCF and serves on SCF nursing program and simulation advisory boards.	Study, Implementation Progress, Faculty & Staff, Equity & Access
(iii) representatives of the State board or local workforce development boards and a range of local or regional businesses or industries	Representatives from CareerSource Suncoast (local workforce board), the Manatee County Chamber of Commerce, Bradenton Area Economic Development Council, business and industry representing MTC program areas/serving on program advisory committees and/or MTC School Advisory Council (known as the Board of Governors)	Employers and business/industry reps including CareerSource Suncoast, the EDC, Chamber serve on program-level Advisory Committees that meet twice a year and Board of Governors that meet four times per year. They are also surveyed twice per year. Chamber of Commerce, Education/Workforce Committee meetings. MTC director serves on EDC board. District Deputy Sup. serves on local workforce board.	Student Performance, Size Scope Quality, Labor Market Alignment, Programs of Study
(iv) parents and students	MTC postsecondary CTE students District HS students and parents	Entry and exit surveys, participation in advisory committee meetings Springboard to Careers panel, annual surveys	Student Performance, Size Scope Quality, Labor Market Alignment, Implementation Progress, Faculty & Staff, Equity & Access
(v) representatives of special populations	Division of Vocational Rehabilitation county representatives REACH Manatee (Manatee County's Local College Access Network) MTC Postsecondary CTE Students	Informal SWAT analysis of MTC and VR working to best meet needs of those with physical/mental disabilities Meetings to better reach and support low-income and minority identifying students Entry- and exit-surveys	Student Performance, Size Scope Quality, Labor Market Alignment, Programs of Study, Implementation Progress, Faculty & Staff, Equity & Access

(vi) representatives of regional or local agencies serving out-of-school youth, homeless children and youth, and at-risk youth (as defined in section 1432 of the Elementary and Secondary Education Act of 1965)	Career Source Suncoast for Boys & Girls Clubs, Unidos Now, Goodwill and Salvation Army (at-risk youth), Project HEART (homeless youth), Horizons (out-of-school youth).	Informal surveys measured their participation, satisfaction, needs, and perceptions related to CTE programs, support, activities, CTSOs and students. There were also open-ended questions for improvement.	Student Performance, Size Scope Quality, Labor Market Alignment, Programs of Study, Implementation Progress, Faculty & Staff, Equity & Access
(vii) representatives of Indian Tribes and Tribal organizations in the State (where applicable)	*"N/A"*		
(viii) any other stakeholders that the eligible agency may require the eligible recipient to consult (if applicable)	*"N/A"*		

C – Size, Scope and Quality (SSQ) for CTE Postsecondary Programs

The purpose of this section is to give local eligible recipients an opportunity to provide information related to size, scope and quality of career and technical education programs.

i. **Populate the CLNA Program Summary Worksheet in the Postsecondary CLNA and Budget Excel Workbook with the required SSQ information.**
ii. Complete the following narrative summary.

Postsecondary Programs Narrative Summary for SSQ

		RESPONSE
(a) SIZE: Intentionally Designed Pathways	Do all CTE postsecondary programs offered by your agency provide an opportunity for students to complete an entire CTE program? (Institution offers the entire program length and not just part of the program.) Identify those programs (CIP #, program number and title) that do not permit students to become a full program completer (if applicable).	Yes. All (100%) CTE postsecondary programs at Manatee Technical College provide an opportunity for students to complete an entire CTE program. MTC offers entire programs (not just part of the program).
(b) SCOPE: Business and Industry Engagement and Workforce Alignment	Provide a summary description for how your agency's CTE postsecondary programs strategically engage business and industry to ensure the program meets workforce demand as substantiated by the CLNA Labor Market Alignment.	All programs must have an advisory committee who are stakeholders in that program. At least 51% must be employers of the occupation for which the program trains students. Advisory committees meet a minimum of two times per year, document wages paid, and validate workforce alignment.
(c) QUALITY: Engaging Instruction	Provide a summary description for how your agency's CTE postsecondary programs provide instruction that integrates academic, technical and employability skills and how those programs support the integration of academic skills into your CTE programs.	All programs follow the FDOE curriculum frameworks, which integrate academic, technical and employability skills. Programs also integrate these skills when preparing students for certification/licensure. Programs participate in CTSOs.

(d) QUALITY: Appropriate Instructional Supports	Provide a summary description for how your CTE postsecondary programs provide instruction that incorporates relevant equipment, technology, and materials to support learning.	MTC relies on input from advisory committees (business/industry) to ensure instruction is relevant and equipment and technology are the standard in industry. To further support learning, programs participate in CTSOs, and industry partners provide guest speakers, mentors, and work-based learning opportunities.
(e) QUALITY: Prepared and Effective Faculty and Staff	Provide a summary description of how your CTE postsecondary programs provide CTE instructors supports to maintain up to date skills and knowledge necessary to support learning.	CTE instructors maintain up to date skills and knowledge through participation in FACTE and other industry and education association conferences, workshops, and trainings specific to each program area, industry accreditations, twice-yearly in-services, as well the professional development offered through the District and the District's CTE Division.

iii. **List High-Priority SSQ Needs:** As a result of your CLNA review, provide a **numbered list** of the high-priority need(s) that will be addressed in the 2022-2023 program year.

Note: List only needs (areas of potential growth and improvement), as opposed to solutions/initiatives/plans/expenses or other approaches to meeting the identified needs. Provide the list as a sequentially numbered list (1, 2, 3, etc.), not a ranked priority list. The list will be used to match budget expenditures to these needs in the 2022-2023 program year.

Add additional rows as necessary.

Reference Number	Need (Use for Planning and Budgeting)
1	Need for more up-to-date technology/equipment for instruction in current and emerging occupations.
2	Need for more employability skills to help students with job placement and retention.
3	Need for more writing and communication skills to help students with employability.
4	Need for more diverse program delivery modes, such as distance learning and/or hybrid.

Add additional rows, as needed

D – Labor Market Alignment (LMA)

The purpose of this section is to give local eligible recipients an opportunity to provide information related to the Labor Market Alignment of their career and technical education programs.

i. **Populate the CLNA Program Summary Worksheet in the Postsecondary CLNA and Budget Excel Workbook with the required LMA information.**

ii. As a result of your CLNA review of labor market alignment, indicate if your district has identified programs that will be phased out and/or programs that you are considering for program development in the program years from 2020-2024. If your district has identified these programs, please complete the appropriate table.

Programs to be Phased Out (if applicable)

Program Number/CIP	Program Name	Program Type (A.S., CCC, Career Certificate, Applied Technology Diploma, Apprenticeship)	# of 2122 Enrolled Students	# of sites which this program is offered	Last Year Program will be offered
H170705	Optometric Assisting	Career Cert	3	1	2021-2022
C510300	Carpentry	Career Cert	0	1	2021-2022
B070330	Administrative Office Specialist	Career Cert	4	1	2021-2022
C100200	Drafting	Career Cert	14	1	2021-2022
Y700100	Web Development	Career Cert	3	1	2021-2022

iii. **Programs Considered for Development (if applicable)**

Program Number/CIP	Program Name	Program Type (A.S., CCC, Career Certificate, Applied Technology Diploma, Apprenticeship)	Documentation of Local Need
A010512	Veterinary Assisting	Career Certificate	DOL, request of county animal shelter
T640300	Aviation Airframe Mechanics	Career Certificate	Regional Demand Occupations List, Request from Local Airport
T640400	Aviation Powerplant Mechanics	Career Certificate	Regional Demand Occupations List, Request from Local Airport

E - Development and Implementation of CTE Postsecondary Programs and Programs of Study (POS)

The purpose of this section is to give local eligible recipients an opportunity to identify high priority needs related to program and program of study development and implementation.

i.

		RESPONSE
a.	**Alignment**: Which of your district's locally offered programs would benefit from additional secondary or postsecondary program, course, and/or curriculum alignment?	Automotive Service Technology Firefighter Pharmacy Technology Applied Cybersecurity
b.	**Acceleration:** Which programs of study, or potential programs of study, would benefit from additional accelerated credit opportunities, including dual or concurrent enrollment, local/statewide articulation agreements, or aligned, academic accelerated credit courses?	Firefighter Pharmacy Technology Applied Cybersecurity
c.	**Coordination:** Which program areas are un- or **underrepresented** on your advisory council(s)?	Medical Coder/Biller Barbering Marketing, Management and Entrepreneurship

ii. **List High-Priority CTE Programs and Programs of Study Needs:** As a result of your CLNA review and updates of SSQ, LMA, and POS criteria, provide a list of the high-priority need(s) that will be addressed in the 2022-2023 program year.

Note: List only needs (areas of potential growth and improvement), as opposed to solutions/initiatives/plans/expenses or other approaches to meeting the identified needs. Provide the list as a sequentially numbered list (1, 2, 3, etc.), not a ranked priority list. The list will be used to match budget expenditures to these needs in the 2022-2023 program year.

Reference Number	Need (Use for Planning and Budgeting)
1	Need for more alignment of programs with high schools and state colleges.
2	Need for coordination with Career Pathways Coordinator.
3	Need for continued participation in CTSOs.

F - Recruitment, Retention, and Training of Teachers, Faculty and All Other Professionals

The purpose of this section is to give local eligible recipients an opportunity to identify high priority needs related to the recruitment, retention and training of CTE personnel.

i. **Complete the following narrative summary**.

Faculty and Staff:

	RESPONSE
a. Provide an overview of your district's process and method for evaluating existing efforts of recruitment, retention, and training of career and technical education teachers, faculty, specialized instructional support personnel, paraprofessionals, and career guidance and academic counselors, including individuals in groups underrepresented in such professions and what the evaluation revealed about those efforts.	MTC has a Professional Development Committee. The PD committee surveys faculty and staff on matters pertaining to professional development, retention and training. They are surveyed twice per year. Some areas of training have been student management system, learning management system, MOS trainings, technology, distance learning, and teaching the adult learner (provided by USF). The evaluation revealed that MTC met most of the requests from the last CLNA. This year, the vast majority of the instructors are requesting training on new and changing technologies. Recruitment of faculty and staff has not been an issue until this year. Evaluation of recruitment is conducted through weekly meetings of assistant directors. MTC's biggest challenge is part-time. Pay is the primary impediment to recruitment. The District is working with the Chamber to recruit faculty and staff.
b. Provide an overview of your district's process and method for evaluating whether the agency has underrepresented individuals in the professions.	MTC follows District protocol regarding faculty and staff diversity. For any posted vacancy, the director (or assistant director) interviews a minimum of four direct qualified transfer candidates one of whom must be a minority candidate, if available. If less than four direct qualified transfer applicants apply for a posted vacancy, all are interviewed. Diversity, equity and inclusion is under ongoing evaluation. One method is to audit hiring procedures and job ads.
c. Provide a summary description of what the evaluations (existing	CLNA revealed this year that the vast majority of the instructors are requesting training on new and changing technologies. MTC will work with its business and industry committee members to provide relevant training. Second most requested is ability to

efforts on recruitment, retention, and training; underrepresented individuals) revealed and any changes that will be made to address areas of concern that surfaced from conducting this needs assessment.	attend program-area-related conferences or trade association or vendor schools or training programs. MTC will request additional funding for professional development and conferences. Special care will be taken to ensure hiring procedures have reduced biases related to a candidate's age, race, gender, religion, sexual orientation, and other personal characteristics that are unrelated to their job performance.

ii. **List High-Priority CTE Faculty & Staff Needs:** As a result of your CLNA review of recruitment, retention, and training of teachers, faculty and all other CTE professionals and any additional findings resulting from implementation during the past program year, provide a list of the high-priority need(s) that will be addressed in the 2022-2023 program year.

Note: List only needs (areas of potential growth and improvement), as opposed to solutions/initiatives/plans/expenses or other approaches to meeting the identified needs. Provide the list as a sequentially numbered list (1, 2, 3, etc.), not a ranked priority list. The list will be used to track budget expenditures to these needs in the 2022-2023 program year.

Reference Number	Need (Use for Planning and Budgeting)
1	Need for training on new and changing technologies.
2	Need for training at professional/association conferences and/or vendor schools.
3	
4	

Add additional rows, as needed

G - Evaluation of Performance on Perkins Accountability Measures

The purpose of this section is to give local eligible recipients an opportunity to identify high priority needs related to Perkins performance data. Eligible recipients may use prior performance data, local level data reports, and/or projected performance data to identify anticipated performance gaps.

i. Complete the following narrative summary.

Performance Review:

	RESPONSE
a. **Underperformance**: Using the last three years of available data, list by year the agency's Perkins performance indicators that performed under 90% of the local agreed upon performance level.	Measure # 3P1: Non-traditional Program Concentration 2018-19: 52.41% of state baseline 2019-20: 71.26% of negotiated target 2020-21: 81.73% of negotiated target
b. Gaps: Using the most recent available data, identify subgroups and special populations that performed below the agency's total performance level.	Male (non-traditional) Black/African American (non-traditional) Hispanic/Latino (retention/placement & non-traditional) White (non-traditional) Individuals from Economically Disadvantaged Families (non-traditional) Single Parents (retention/placement & non-traditional) English Learners (non-traditional)
c. **Trends**: Using the last three years of available data, identify which Perkins performance indicators have trended upward or downward.	Measure # 2P1: Earned Recognized Postsecondary Credential has trended slightly downward, though still above 90% of the state target. (State Target=78.5%; 90%=70.65%) 2018-19: 76.25% 2019-20: 74.00% 2020-21: 74.45%
d. **Root Causes**: Based on root cause analysis, list factors that likely contributed to the identified underperformance, gaps, and trends.	Outside demands on time (work, children/family). Inadequate number of role models and mentors. Lack of transportation to campus and job sites. Pre-admission out-of-pocket program costs. Covid-related factors, such as depression, substance abuse, and domestic violence. ALICE (Asset Limited, Income Constrained, Employed) population: 43% of Suncoast Workforce Region households "can't cover basic needs and are one emergency away from crisis."

ii. **List High-Priority CTE Performance Needs:** As a result of reviewing past performance data for Perkins IV and/or the baseline data on Perkins V performance measures and any additional findings resulting from implementation during the past program year, provide a list of the high-priority need(s) that will be addressed in the 2022-2023 program year.

Note: List only needs (areas of potential growth and improvement), as opposed to solutions/initiatives/plans/expenses or other approaches to meeting the identified needs. Provide the list as a sequentially numbered list (1, 2, 3, etc.), not a ranked priority list. The list will be used to track budget expenditures to these needs in the 2022-2023 program year.

Reference Number	Need (Use for Planning and Budgeting)
1	Need for more role models and mentors for nontraditional students, esp. males, White, Black, Hispanic, English learners, single parents, and individuals from economically disadvantaged families
2	Need for more support for single parents
3	Need for more connection to supportive resources in the community
4	

Add additional rows, as needed

H - Progress toward implementation of equal access to high-quality career and technical education courses and programs of study for all students

The purpose of this section is to give local eligible recipients an opportunity to identify high priority needs related to equal access to CTE programs.

i. **Complete the following narrative summary.**

Equal Access:

	RESPONSE
a. Evaluate the local implementation of strategies and policies to provide the resources, social services, and academic support	Every counselor provides career counseling and guidance and extra support to any student as needed. In the last student entry survey, 81% said Student Services assisted them with their needs in a manner that was timely, professional, and effective.

that certain students need to succeed in school.	
b. Evaluate the local implementation of strategies to overcome barriers, both intentional and unintentional, that result in lower rates of access to, participation in or performance gaps in, the courses and programs for special populations.	Strategies to overcome barriers include providing equal access, uniforms, tools, laptops, and assistive technology/devices as needed. In the last student entry survey, 78% found ease with the registration process, 71% found financial aid process to be straight forward, and 82% of students found academic advising and counseling to be adequate;
c. Evaluate the local implementation of programs that are designed to enable special populations to meet the local levels of performance; and	A 504 plan is developed for every student who self identifies and is determined to be in need. MTC has a remediation lab and added an extra tutor this past year to provide additional academic support. In the last student exit survey, 80% said that remediation was helpful, and 92% indicated the instructor helped them increase their knowledge and skills.
d. Evaluate the local implementation of activities to prepare special populations for high-skill, high-wage, or in-demand industry sectors or occupations in competitive, integrated settings that will lead to self-sufficiency.	All CTE postsecondary programs are of adequate size, scope and quality and provide work-based learning opportunities to prepare all students for careers that will lead to self-sufficiency. In the last student exit survey, 88% indicated their CTE program met their expectations, and 95% said their instructor cared about them, their progress, and their successful program completion.

ii. **List High-Priority Equity and Access Needs:** As a result of your CLNA review of the implementation of equal access to high-quality career and technical education courses and programs of study for all students and any additional findings resulting from implementation during the past program year, provide a list of the high-priority need(s) that will be addressed in the current program year.

Note: List only needs (areas of potential growth and improvement), as opposed to solutions/initiatives/plans/expenses or other approaches to meeting the identified needs. Provide the list as a sequentially numbered list (1, 2, 3, etc.), not a ranked priority list. The list will be used to track budget expenditures to these needs in the 2022-2023 program year.

Reference Number	Need (Use for Planning and Budgeting)
1	Need for improved connection to human services resources in the community.
2	Need for improved financial aid application processes.
3	Need for distance learning and hybrid programs.
4	Need for flexible schedules and improved accessibility or times available and alternative delivery modes.

Add additional rows, as needed

I - Other Identified Postsecondary Needs from Comprehensive Local Needs Assessment (if applicable)

The following question is optional and designed to provide an additional opportunity to share other needs identified as part of the CLNA.

i. **List Other High-Priority Needs:** As a result of your CLNA review or any additional findings resulting from implementation in the past program year, list other priority needs not captured by previous questions in this section (e.g., training of school counselors/advisors on CTE and career planning and advising; continued engagement of stakeholders; support for advisory councils).

Note: List only needs (areas of potential growth and improvement), as opposed to solutions/initiatives/plans/expenses or other approaches to meeting the identified needs. Provide the list as a sequentially numbered list (1, 2, 3, etc.), not a ranked priority list. The list will be used to track budget expenditures to these needs in the 2022-2023 program year.

Reference Number	Need (Use for Planning and Budgeting)
1	Need for training instructors and counselors on human services resources available in the community.
2	Need for maintaining equipment.
3	Need to continue to meet industry demand.
4	Need to keep up to date with current and emerging technologies and occupations.

Add additional rows, as needed

Section 2. Primary Program of Study and CTE Postsecondary Programs for 2022-2023

NOTE: In accordance with Florida's Four-Year Perkins V State Plan, during the 2022-2023 program year, each eligible recipient will be required to use Perkins funds to support only those CTE programs that:

- meet size, scope and quality requirements;
- meet labor market alignment requirements; and
- meet a need identified in the agency's 2021-2022 Comprehensive Local Needs Assessment program year that are supported by the CLNA.

In addition, eligible postsecondary recipients must offer not less than one CTE program of study that meets all of the state requirements. A list of the program of study requirements can be found in **Attachment A** of this RFA and in the *2022-2023 Perkins V Implementation Guide*.

In submitting your primary program of study and listing your compliant programs of study, your agency is attesting to the fact that the submitted primary program of study and the other programs of study will meet all state required elements throughout the 2022-2023 program year.

A – Perkins Fundable Programs

The purpose of this section is to give local eligible recipients an opportunity to identify all CTE postsecondary programs that meet the SSQ (or in SSQ development) and LMA state requirements that will be supported with Perkins V funds during the 2022-2023 program year.

- **Complete the Fundable Programs portion of the Program Needs Assessment worksheet in the Postsecondary CLNA and Budget Excel Workbook and indicate the CTE postsecondary programs that meet all state requirements for funding eligibility.** CTE postsecondary programs with expenses included on the Budget Narrative Form: DOE 101 must appear as fundable on the Program Needs Assessment worksheet.
- See the 2022-2023 *Perkins V Implementation Guide* for further instructions on how to complete the Fundable Programs Worksheet.

B - 2022-2023 Programs of Study

The purpose of this section is to give local eligible recipients an opportunity to identify all postsecondary CTE programs that meet the state's definition of a Program of Study.

Complete the Programs of Study column in the CLNA Program Summary Worksheet in the Postsecondary CLNA and Budget Excel Workbook and identify all compliant programs of study.

- See the 2022-2023 *Perkins V Implementation Guide* for further instructions on how to complete the Programs of Study Worksheet.

C - Template for the Submission of the 2022-2023 Primary Postsecondary Program of Study

The purpose of this section is for local eligible recipients to submit their annual required primary program of study for the 2022-2023 program year on the Perkins V template located in **Attachment B.** The primary program of study MUST be submitted on the Perkins V template. Programs of study submitted on the prior Perkins IV template will not be accepted. An example program of study and further guidance is included in the *2022-2023 Perkins V Implementation Guide* and on the FDOE Program of Study Page.

Primary Program of Study template: See page 2.

D - List of Advisory Council Members Overseeing the Primary Program of Study

The purpose of this section is to give local eligible recipients an opportunity to list the members that are involved in the advisory council overseeing the agency's primary program of study. Advisory councils must include, at a minimum, the following stakeholders: representatives from secondary, postsecondary, and business and industry.

Complete the Program of Study Advisory Council Member List table below.

Postsecondary Program of Study Advisory Council Member List		
Name	**Organization**	**Representation Category** (Secondary, Postsecondary, Business and Industry, Other)
Mr. Dave Revels	Revels Construction LLC	Business and Industry
Mr. Donnie Siegert	Tandem Construction	Business and Industry
Ms. Loreen Vickers	Bella Vita Homes	Business and Industry
Mr. Charlie Woehle	Atlas Building Company	Business and Industry

E - Dissemination of Information on CTE Postsecondary Programs and Programs of Study

Eligible recipients must respond to the narrative question in Part 2-E.

	Response
Describe how secondary students, including students who are members of special populations, will learn about your agency's CTE course offerings and whether each course is part of a CTE program of study in the 2022-2023 program year.	MTC has an active recruitment plan in place with initiatives directed to secondary students and their families. Included in the action plan are a series of open house events and campus tours for high school and middle school students, frequent visits by MTC counselors to local high schools, and targeted events promoting specific programs. MTC promotes its CTE course offerings using online ads and social media. MTC works with community partners to reach our Hispanic population and at-risk students, as well as via radio programming in Spanish, including a program called "Voces de MTC" (MTC Voices) . MTC is part of the Tampa Bay Career Pathways Consortium. The Career Pathways Specialist disseminates programs of study.

Section 3. Career Exploration and Guidance

A – Collaboration related to Career Exploration and Guidance with Local Workforce Development Boards

Eligible recipients must respond to the narrative questions in Part 3-A.

		Response
i.	Describe how your agency will collaborate with local workforce development agencies (e.g., CareerSource) to offer career exploration and career development coursework, activities, or services.	MTC collaborates with CareerSource Suncoast to provide the latest workforce and skills related to current market statistics to include classes for entrepreneurial engagement and resume and interviewing skills by sector and regional need, as well as enrollment in Employ Florida. MTC also works with local non-profit funding agencies (CareerEdge Funders) to provide targeted classes for regional high skill, high wage demand.
ii.	Describe how your agency will collaborate with local workforce development agencies (e.g., CareerSource) to offer career information on employment opportunities that incorporate the most up-to-date information on high-skill, high-wage, or in-demand industry sectors or occupations.	MTC has dedicated office space for CareerSource Suncoast to work one on one with students providing the most current information as well as classroom presentations on high wage, high skill jobs and in-demand industry sectors or occupations. MTC also developed a new webpage to make it easy for CareerSource and area employers to post job openings and for students to apply for those employment opportunities.
iii.	Describe how your agency will collaborate with local workforce development agencies (e.g., CareerSource) to offer an organized system of career guidance and academic counseling to students before enrolling and while participating in a career and technical education program.	Career Counselors provide prospective students with the latest information on regional labor market statistics prior to enrollment. Enrolled/participating students are given updated information on employment and career opportunity advancement through the local workforce board, instructors and support staff while in CTE programs and after graduation. CareerSource Suncoast has a presence on the MTC campus, providing easy access to potential and current students.

Section 4. Continuous Academic Improvement and Academic Integration

A – Promote and support the continuous Academic Improvement and Integration

Eligible recipients must respond to the narrative questions in Part 4-A.

	Response
i. Describe how your agency will promote continuous improvement in academic achievement of students in career and technical education programs through rigorous standards for the academic and technical skill components of the program.	MTC will promote continuous improvement by following the curriculum frameworks and aligning program content with standards for students to achieve industry certifications and licensures. Providing opportunities for professional development that promote continuous improvement in student academic achievement.
ii. Describe how your agency will support the integration of academic skills into your CTE postsecondary programs in the 2022-2023 program year.	Academic skills are integrated into the curriculum frameworks and weaved through each program. Instructors are provided professional development opportunities that support the integration of academic skills into the CTE postsecondary programs. Professional development is offered through the ACT Department, as well as through the District and professional associations, such as FACTE.

Section 5. Equity and access for special populations

A – Activities related to equity and access for special populations as defined in the Perkins V Act.

Eligible recipients must respond to the narrative questions in Part 5-A.

		Response
i.	Describe how your agency will provide activities to prepare special populations for high-skill, high-wage, or in-demand industry sectors or occupations that will lead to self-sufficiency.	Every student has the opportunity to complete the full CTE program. All MTC CTE postsecondary programs provide work-based learning opportunities to prepare all students for careers that will lead to self-sufficiency. A dedicated instructor will assist special needs students directly and serve as a resource liaison for those on Section 504 plans.
ii.	Describe how your agency will prepare CTE secondary participants for non-traditional fields.	MTC provides equal access and extra support via counselors and partnering agencies to nontraditional students. MTC will invite employers to campus to talk with students about career paths.
iii.	Describe how your agency will provide equal access for special populations to career and technical education courses, programs, and programs of study.	MTC provides equal access for special populations to CTE programs through its application, matriculation and registration processes. MTC 101, a pre-semester study skills workshop will help students transition to postsecondary education.
iv.	Describe how your agency will ensure that members of special populations will not be discriminated against based on their status as members of special populations in the 2022-2023 program year.	MTC will comply with all federal statutes relating to nondiscrimination. The District will ensure equal opportunity and access in relation to all stakeholders: students, families, and staff within the School District community, by valuing, acknowledging, recognizing, and celebrating everyone in our school system. We are committed to inspiring our school community to be accepting, open minded, and willing to learn from individuals from various backgrounds. Any grievances may be filed with the District's Compliance Officer.

Section 6. Opportunities for Work-Based Learning

A – Activities related to work-based learning opportunities.

Eligible recipients must respond to the narrative questions in Part 6-A.

		Response
i.	Describe how your agency will provide work-based learning opportunities to students participating in your CTE postsecondary programs and the types of opportunities that will be available.	Work-based learning is a critical component of the CTE postsecondary programs at MTC. WBL is offered in 100% of MTC's postsecondary CTE programs. WBL activities include clinical, practicum, cooperative on-the-job training, internship, externship, simulators, and participation in career and technical student organizations.
ii.	Describe how your agency will work with representatives from local businesses/industry to develop and/or expand work-based learning opportunities for CTE postsecondary students in the 2022-2023 program year.	WBL is offered in 100% of MTC's postsecondary CTE programs.

Section 7. Opportunities for Postsecondary Credit for Secondary Students

A – Activities related to postsecondary credit for secondary students

Eligible recipients must respond to the narrative question in Part 7-A.

	Response
i. Describe how your agency will provide students participating in CTE programs with opportunities to gain postsecondary credit while attending high school, such as through dual or concurrent enrollment or early college high school in the 2022-2023 program year.	Manatee provides high school students the opportunity to dual-enroll in postsecondary CTE programs at Manatee Technical College. Programs that are available to them are those with occupational completion points they can achieve within the secondary school year calendar. Acceleration mechanisms available to secondary CTE students are the programs of study and articulation agreements that award credit to students for work they have already completed at their home high school.

Section 8. Support for CTE personnel

A – Activities related to support for CTE personnel

Eligible recipients must respond to the narrative questions in Part 8-A.

	Response
i. Describe how your agency will coordinate with institutions of higher education to support the recruitment, preparation, retention, and training, including professional development of teachers, faculty, administrators, school counselors and other guidance personnel (career advisors), specialized instructional support personnel and paraprofessionals, particularly those taking alternative routes to certifications.	MTC refers faculty and other professional personnel to the institutions of higher education that offer the required courses for certification and potential advancement. The District HR department works with institutions of higher education to recruit and prepare personnel. To retain and train teachers, faculty and other instructional support personnel, the University of South Florida has provided professional development on how to teach the adult learner; MTC plans on further collaboration with USF to offer more professional development during 2022-23 in-services. MTC works with professional groups to communicate with and work with representatives of higher education. MTC also refers faculty and staff to FACTE for online professional development opportunities and to promote opportunities at state institutions of higher ed for graduate level degrees in CTE. MTC is working with FACTE to offer many of the required courses for certification locally on the MTC campus or via an online platform.
ii. Describe how you will identify and support those underrepresented in the teaching profession.	In addition to the actions expressed in 8Ai, the District HR department works with institutions of higher ed to recruit, prepare and retain groups underrepresented in the teaching profession. MTC strives to have its instructional staff reflect the student population.

Section 9. Performance of Special Populations and Subgroups

A – Activities related to performance of special populations and subgroups

Eligible recipients must respond to the narrative question in Part 9-A.

	Response
Describe how your agency will address disparities or gaps in performance in special subpopulations and subgroups in each year of the plan, and if no meaningful progress is achieved prior to the third program year, describe additional actions that will be taken to eliminate such disparities or gaps in the 2022-2023 program year.	MTC will develop a task force and Program Improvement Plan to address disparities or gaps in performance in nontraditional students, esp. males, White, Black, Hispanic, English learners, single parents, and individuals from economically disadvantaged families.

Section 10. Accountability and Program Improvement

All agencies must maintain robust data collection and management systems. In addition, processes must be in place to review program performance on a regular basis. An overview of accountability requirements for Perkins V may be found in **Attachment C** and the *2022-2023 Perkins V Implementation Guide*.

Eligible recipients must respond to the narrative question in Part 10-A.

	Response
A. Describe the agency's data management information system and practices related to tracking student outcomes, maintaining quality of the data, data privacy, continuous monitoring of program performance, and the ability to identify and quantify any disparities or gaps in performance especially with regard to special populations.	MTC's data management information system is Campus Solutions, a centralized student-record database system designed specifically for postsecondary education. *Tracking student outcomes:* With Campus Solutions, Manatee tracks student attendance and grades in each course, as well as OCPs and industry certifications earned. *Maintaining quality of the data*: Data verification reports will be run regularly to identify any inconsistencies or errors in the data per the FLDOE requirements for state reporting. *Data privacy*: To ensure data privacy, students complete an online application. Students have access only to their private information. For staff, the level of access is limited to their need for access. MTC and the School District IT Department maintain data security. Control is accomplished by various levels of access depending on the requirements for each individual. *Monitoring program performance:* Performance reports will be run regularly to monitor OCPs earned by program and individual instructor performance. *Identifying/quantifying disparities/gaps:* Progress reports can be run by site, student, teacher, completion point attained, demographics, to be able to identify and quantify any disparities or gaps in performance for any population group.

Reminder: As part of the 2020-2021 application process, eligible recipients identified the agreed upon levels of performance for the core indicators for each of the program years covered by the local plan. Eligible recipients will be held accountable for these performance targets beginning with the data from the 2020-2021 program year. Program Improvement Plans (PIP) will be required for those measures not meeting at least 90% of the agreed upon performance level. Procedures for identifying measure performance and submitting PIPs will be provided under separate cover.

Section 11. Support for Reading/Strategic Imperatives (FLDOE Requirement)

A – Activities related to reading and strategic imperatives included in the State Board of Education's K-20 Strategic Plan

Eligible recipients must respond to the narrative question in Part 11-A.

	Response
Describe how the project will incorporate one or more of the Goals included in the State Board of Education's K-20 Strategic Plan. URL: http://www.fldoe.org/policy/state-board-of-edu/strategic-plan.stml	Manatee CTE programs incorporate the goals of the Florida State Board of Education K-20 Strategic Plan. The strategy to achieve Goal 1, highest student achievement, is to increase college readiness and success by utilizing assessments (TABE, PERT, and industry certification and licensure exams) to direct learning and student outcomes, providing remediation and/or tutors for students requiring additional assistance to improve reading/math/language and achieve goals, and expanding opportunities for postsecondary degrees and certificates. The strategy to achieve Goal 2, seamless articulation/maximum access, is to maintain affordability and access by providing for dual enrollment opportunities and taking advantage of articulation agreements with higher education through developed programs of study. The strategy to achieve Goal 3, skilled workforce/economic development, is to prepare students for careers by teaching skills in demand in the local economy, ensuring that programs keep curriculum and equipment up to date through local employer participation serving on school and program advisory committees, offering students opportunities to attend career fairs, participate in CTSOs and work-based learning opportunities and offering students the opportunity to earn state and national licensures and industry certifications. Goal 4: MTC supports these goals through efforts to achieve quality efficient services.

Section 12. Notice Regarding Automotive Service Technology Education Programs (State Requirement)

A – Documentation of Automotive Service Technology Program

Eligible recipients must respond to the narrative question in Part 12-A.

Florida Statute 1004.925 states: *All automotive service technology education programs shall be industry certified in accordance with rules adopted by the State Board of Education. A*utomotive Service Technology education programs that are not industry certified or are not in the certification cycle will not be permitted to use Perkins funds to support such programs, unless the funds are used to obtain certification for the program.

Eligible recipients must provide documentation of industry certification or evidence that the program is in the process of obtaining certification as part of the application package.

Documentation of Automotive Service Technology Program: ASE Certificate of Accreditation through 2/1/2025.

Education Foundation

CERTIFICATE OF ACCREDITATION

This is to signify that:

Manatee Technical College

Secondary & Post-Secondary

Expires 2/1/2025

Has been evaluated by the

ASE Education Foundation

in the areas of instruction, course of study, facilities and equipment, and meet the standards of quality for the training of Automobile technicians at the following level:

Master Automobile Service Technology

Timothy A. Zilke
President, ASE

Michael Coley
President, ASE Education Foundation

Section 13. Federal Programs - General Education Provisions Act (GEPA) (Federal Requirement)

A – Description of process to ensure equitable access

Eligible recipients must respond to the narrative question in Part 13-A.

	Response
For the fiscal year 2022-2023, provide a concise, one-page description of the process to ensure equitable access to, and participation of students, teachers, and other program beneficiaries with special needs. For details, refer to URL: http://www.ed.gov/fund/grant/apply/appforms/gepa427.pdf	In accordance with the requirements of Section 427 of the GEPA Public Law 103-382, here set forth is Manatee School District's GEPA Plan to ensure equitable access to, and participation of students, teachers, and other program beneficiaries with special needs. No employee, student, applicant for admission or applicant for employment, volunteer, vendor, or member of the public, shall, on the basis of race, color, national origin, gender, disability, marital status, age, genetic information or any other basis prohibited by law, be excluded from participation in, be denied the benefits of or be subjected to discrimination or harassment under any educational programs, activities, services, or in any employment conditions, policies or practices conducted by the Manatee County Public School System. The District shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Florida Statutes: Title VII, Title IX, the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973, ADEA, Section 1000.05 Florida Statutes (2005). Accommodations and modifications for students with disabilities: Adult students with disabilities must self-identify and request such services. Students with disabilities are provided accommodations as needed in such areas as instructional methods and materials, assignments, assessments, time demands, schedules, learning environment, assistive technology, and special communication systems. Other support services include personnel, such as interpreters, readers, and tutors. Schools are handicapped accessible.

Strengthening Career and Technical Education for the 21st Century Act (Perkins V), Postsecondary, Section 132
APPLICATION REVIEW CRITERIA AND CHECKLIST

- **Place all items requested in the order indicated below**.
- All eligible providers must submit all documents electronically to FDOE Office of Grants Management in the established ShareFile Folder #1 TAPS# 23B005, on the **due date of Friday, May 13, 2022**
- Include only the items requested. (Do not include **Instructions** pages).
- Place page numbers on every page consecutively, at the bottom, beginning with the DOE 100A as page 1. Page numbers written by hand are permissible if electronic numbering is a problem.

File # and Type	Item	Applicant Provide page #s for items listed
	Attachments	**Page Number(s)**
Submit as a PDF file 1	DOE 100A, Project Application – with original signature or electronic signature	1
	Program of Study Template	2
	2022-2023 Postsecondary CTE Assurances Form	3-8
	Narrative Sections	**Page Number(s)**
Submit as a Word File 2	Section 1. Comprehensive Local Needs Assessment and Stakeholder Engagement	1-14
	Section 2. Primary Program of Study and CTE Postsecondary Programs for 2022-2023	15-17
	Section 3. Career Exploration and Guidance	18
	Section 4. Continuous Academic Improvement and Academic Integration	19
	Section 5. Equity and Access for Special Populations	20
	Section 6. Opportunities for Work-Based Learning	21
	Section 7. Opportunities for Postsecondary Credit for Secondary Students	22
	Section 8. Support for CTE personnel	23
	Section 9. Performance of Special Populations and Subgroups	24
	Section 10 – Accountability and Program Improvement	25
	Section 11 - Support for Reading/Strategic Imperatives (FLDOE Requirement)	26

	Section 12 - Notice Regarding Automotive Service Technology Education Programs (State Requirement)	27-28
	Section 13 - Federal Programs - General Education Provisions Act (GEPA) (Federal Requirement)	29
Application Checklist - must be last page of the "Word" file.		
Excel Workbook File	**Postsecondary Grant Application CLNA and Budget Excel Workbook**	
Submit as a Excel File 3	Program Needs Assessment	
	DOE 101 Budget Narrative Form (with instructions)	
	Projected Equipment Purchases Form (with instructions)	

Fundable? (That is, meets/is exempt from LMA and SSQ Requirements. Fill this column out after completing the LMA and SSQ.) (Dropdown)	Program Number (Invalid Entries Struckthrough) (Number Field)	Program Name (Autopopulates)	SOC Code (Must Use Officially Aligned SOCs. All Others Rejected) (Number Field)	Primary Source Option #1: Your Region's Demand Occupation List (DOL) (References 20-21 & 21-22 RDOLs) (Autopopulates)	Primary Source Option #2: On State Demand Occupation List & FL Dept. of Ag. and Consumer Services (References 20-21 & 21-22 RDOLs) (Autopopulates)	Primary Source Option #3: Local CareerSource Targeted Occupation List (TOL) or Local WIOA Plan (Dropdown)	Secondary Source #1 (Dropdown)	Secondary Source #2 (Must be Different from #1) (Dropdown)	Location site(s)/campuse(s) (including virtual) involved in collectively offering enough courses to allow students the ability to complete the program. (Text/# Field)	List one or more experiential learning opportunities. E.g., work-based learning opportunity or capstone experience (If course, include course number), and/or CTSO students will have access to for this program. (Text Field)	List one or more ways business and industry will be engaged in the operations of the program. (Text Field)	List the industry recognized credential students may earn in the program. (Text Field)	If a part of a fully compliant Program of Study, list the primary aligned secondary program. (Dropdown)	Primary Accelerated Credit Opportunity (Required for Compliant Programs of Study) (Dropdown)
	V20021R	Early Childhood Education - APPR	252011	No	No		Job Analytics	Other Employer or Industry Assoc. Letter of Support	MTC Main Campus	Registered Apprenticeship	Apprenticeship	CPHEC001		
	I46032R	Electrician - APPR	472111	Yes	Yes				MTC Main Campus	Registered Apprenticeship	Apprenticeship	Mike Holt 1-4		
	B070110	Accounting Operations	433031	Yes	Yes				MTC Main Campus	Cooperative OJT, FBLA/PBL	Advisory Committee, Cooperative OJT	MICRO069, INTUT001		
	I100200	Advanced Manufacturing and Production Technology	511011	Yes	Yes				MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	SOLID004		
	Y100300	Applied Cybersecurity	151212	Yes	Yes				MTC Main Campus & Hybrid	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	COMT008, PROSO026	Applied Cybersecurity	Local Articulation Agreement
	T401300	Automotive Collision Technology Technician	493021	Yes	Yes				MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	NIASE029, NIASE018, NIASE032		
	I470608	Automotive Service Technology	493023	Yes	Yes				MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	NIASE010, NIASE005, NIASE012, NIASE014, NIASE007, NIASE008, NIASE011, NIASE009		
	T400700	Automotive Service Technology 1	493023	Yes	Yes				MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	NIASE007, NIASE014, NIASE008, NIASE010		
	N100600	Baking and Pastry Arts	351011	Yes	Yes				MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	NRAEF003		
	I120403	Barbering	395011	No	No		Job Analytics	Econ. Dev. Agency Letter of Support	MTC Main Campus	Practicum, SkillsUSA	Advisory Committee	FLDOP001		
	C100100	Building Trades and Construction Design Technology	499071	Yes	Yes				MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	NCCER201, NCCER208, NCCER219, NCCER235, NCCER250	Building Trades and Construction Design Technology	Local Articulation Agreement
	B060200	Business Management and Analysis	111021	Yes	Yes				MTC Main Campus	Cooperative OJT, FBLA/PBL	Advisory Committee, Cooperative OJT	INTUT002		
	V200206	Child Care Center Operations	119031	No	No		Job Analytics	Other Employer or Industry Assoc. Letter of Support	MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	FLDCF001		
	J200300	CNC Production Specialist	514012	No	No	Local TOL			MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	NIFMS014, NIFMS001, NIFMS002, ADESK034		
	C100300	Computer Aided Drawing and Modeling	173011	No	No	Local TOL			MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	ADESK002, ADESK008, SOLID004		
	Y100200	Computer Systems & Information Technology (CSIT)	151212	Yes	Yes				MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	COMPT001, COMPT006	Computer Systems & Information Technology (CSIT)	Local Articulation Agreement
	D500100	Cosmetology	395012	No	No		Job Analytics	Econ. Dev. Agency Letter of Support	MTC Main Campus	Practicum, SkillsUSA	Advisory Committee	FLDOP002		
	H170113	Dental Assisting Technology and Management ATD	319091	Yes	Yes				MTC East Campus	Externships, HOSA	Advisory Committee, Externships	DANBD001		
	T650100	Diesel Systems Technician 1	493031	Yes	Yes				MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	NIASE023, NIASE016		
	B070600	Digital Design	271024	Yes	Yes				MTC Main Campus	Internships	Advisory Committee, Internships	ADOBE022	Digital Design	Local Articulation Agreement
	K100300	Digital Photography Technology	274021	No	No		Job Analytics	Other Employer or Industry Assoc. Letter of Support	MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	ADOBE022	Digital Photography Technology	Statewide Articulation Agreement
	K100400	Digital Video Technology	274011	Yes	Yes				MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	ADOBE018		
	J110100	Electrical and Instrumentation Technology 1	472111	Yes	Yes				MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	PMMIN002		

I460314	Electrician	472111	Yes	Yes				MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	NCCER208, NCCER209, NCCER210, NCCER211	
W170212	Emergency Medical Technician - ATD	292041	No	No		Job Analytics	Other Employer or Industry Assoc. Letter of Support	MTC East Campus	Clinicals, HOSA	Advisory Committee, Clinicals	NREMT001	
I120425	Facials Specialty	395094	No	No		Job Analytics	Econ. Dev. Agency Letter of Support	MTC Main & East	Practicum, SkillsUSA	Advisory Committee	FLDOP009	
P430210	Firefighter I/II	332011	Yes	Yes				MTC East Campus	SkillsUSA	Advisory Committee, Instruction	FLSFM002	
P430217	Firefighter/Emergency Medical Technician-Combined	332011	Yes	Yes				MTC East Campus	Clinicals, HOSA, SkillsUSA	Advisory Committee, Clinicals	FLSFM002, NREMT001	
P430105	Florida Law Enforcement Academy	333051	Yes	Yes				MTC East Campus	Simulators, SkillsUSA	Advisory Committee, Instruction	FLDLE004	
T300100	Global Logistics and Supply Chain Technology	131081	No	Yes				MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	MSSCN002	
C400400	Heating, Ventilation, Air-Conditioning/Refrigeration (HVAC/R)	499021	Yes	Yes				MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	HVACE011, HVACE001, HVACE002	
C400410	Heating, Ventilation, Air-Conditioning/Refrigeration (HVAC/R)1	499021	Yes	Yes				MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	HVACE011, HVACE001, HVACE002	
I150603	Industrial Technology	173026	No	No	Local TOL			MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	SOLID004	
J200100	Machining Technologies	514035	No	No	Local TOL			MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	NIFMS014, NIFMS001, NIFMS002, NIFMS013, NIFMS017, NIFMS015, ADESK034	
T400210	Marine Service Technologies	493051	No	No	Local TOL			MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	YAMAH001, YAMAH002, YAMAH003, YAMAH004	
M200500	Marketing, Management and Entrepreneurial Principles	111021	Yes	Yes				MTC Main Campus	Cooperative OJT, FBLA/PBL	Advisory Committee, Cooperative OJT	INTUT002	
H120406	Massage Therapy	319011	Yes	No	Local TOL			MTC Main & East	Practicum, HOSA	Advisory Committee	FASMB001	
H170515	Medical Assisting	319092	Yes	Yes				MTC East Campus Hybrid	Clinical, HOSA	Advisory Committee, Clinicals	AMAMA001, NATHA007	
H170530	Medical Coder/Biller--ATD	292071	Yes	Yes				MTC East Campus Hybrid	Cooperative OJT, HOSA	Advisory Committee, Cooperative OJT	ACOPC006, NATHA008	
I120415	Nails Specialty	395092	No	No		Job Analytics	Econ. Dev. Agency Letter of Support	MTC Main Campus	Practicum, SkillsUSA	Advisory Committee	FLDOP008	
H170690	Nursing Assistant (Articulated)	311014	No	No		Job Analytics	Other Employer or Industry Assoc. Letter of Support	MTC East Campus	Clinicals, HOSA	Advisory Committee, Clinicals	FDMQA002	
H170212	Paramedic	292041	No	No		Job Analytics	Other Employer or Industry Assoc. Letter of Support	MTC East Campus	Clincals, HOSA	Advisory Committee, Clinicals	NREMT004, FDMQA014	
H170694	Patient Care Technician	311014	No	Yes				MTC East Campus	Clincals, HOSA	Advisory Committee, Clinicals	FDMQA002, NATHA007	
H170700	Pharmacy Technician ATD	292052	Yes	Yes				MTC East Campus	Externships, HOSA	Advisory Committee	PTCBD001, NATHA010	
H170607	Practical Nursing	292061	Yes	Yes				MTC East Campus & Hybrid	Clincals, HOSA	Advisory Committee, Clinicals	NCSBN002	
N100500	Professional Culinary Arts & Hospitality	119051	Yes	Yes				MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	NRAEF003	
H170211	Surgical Technology	292055	Yes	Yes				MTC East Campus	Clincals, HOSA	Advisory Committee, Clinicals	NCFCT004	
J400400	Welding Technology	514121	Yes	Yes				MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	AWELD003, AWELD004, AWELD012	
J400410	Welding Technology - Advanced	514121	Yes	Yes				MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	AWELD014, AWELD011	
H170302	Phlebotomy	319097	Yes	Yes				MTC East Campus Hybrid	Practicum, Cooperative OJT, HOSA	Advisory Committee, Cooperative OJT	NATHA007	

FLORIDA DEPARTMENT OF EDUCATION
2022-2023 Perkins V
BUDGET NARRATIVE FORM

A) Name of Eligible Recipient/Fiscal Agent:	Manatee County School Distict
B) DOE Assigned Project Number:	
C) TAPS Number:	**23B005**

(1)	(2)	(3)	(4)	(5)
FUNCTION	**OBJECT**	**ACCOUNT TITLE AND NARRATIVE**	**FTE POSITION**	**AMOUNT**
6300	134	**Salary:** Full-time Career Pathways Specialist who will work in partnership to serve the students and staff at State College of Florida (SCF), Manatee Technical College (MTC) and the School District of Manatee County CTE. •**Section 134:** CLNA Need: Sec 1 -Part C:1-2; Sec 2 -Parts A-D •**Program #s**: V20021R, I46032R, B070110, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, C100100, B060200, J200300, C100300, Y100200, D500100, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, I120425, P430210, P430217, P430105, T300100, C400400, C400410, I150603, J200100, T400210, M200500, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, N100500, H170211, J400400, J400410, H170302; •**Section 135:** Use of Funds: 1C, 1D, 1E, 5B, 5H, 6	0.14	9,763
6300	211	**Retirement**		1,163
6300	220	**FICA**		747
6300	231	**Health Insurance**		1,294
6300	232	**Life Insurance**		22
6300	240	**Workers Comp.**		98
5350	163	**Salary:** CTE Teacher non-contracted hourly for hours beyond regular work hours for student orientation activities, curriculum development, professional development activities, additional lab hours, and while attending CTSO activities in the 2022-2023 school year. •Section 134: CLNA Need: Sec 1 -Part A:2, F:1 •Program #s: V20021R, I46032R, B070110, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, C100100, B060200, J200300, C100300, Y100200, D500100, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, I120425, P430210, P430217, P430105, T300100, C400400, C400410, I150603, J200100, T400210, M200500, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, N100500, H170211, J400400, J400410, H170302; • Section 135: Use of Funds: 1A, 1E, 2E, 3, 5B, 5L, 5M, 5O		19,046
5350	211	**Retirement**		2,268
5350	220	**FICA**		1,457
5350	240	**Workers Comp.**		191
5350	310	**Professional & Technical Services:** teacher to provide math and communication skills tutoring to PS CTE students who need extra assistance with academics and test taking skills. •Section 134: CLNA Need: Sec 1 -Part 1E, 1F •Program #: V20021R, I46032R, B070110, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, C100100, B060200, J200300, C100300, Y100200, D500100, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, I120425, P430210, P430217, P430105, T300100, C400400, C400410, I150603, J200100, T400210, M200500, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, N100500, H170211, J400400, J400410, H170302; •Section 135: Use of Funds: 3, 4B, 5F, 5M		5,460
5350	330	**Travel:** To provide and/or reimburse in-county, out-of-county, and/or out-of-state travel expenses, including hotel, meals, mileage, registration fees, and airfare for CTE teachers, students, and project related staff attending professional conferences, industry/internship visitations, skills competitions, industry certification related training, state regional and national CTSO activities and professional development. •Section 134: CLNA Need: Sec 1 -Part A:2, A:5, D:2, F:1 •Program #: V20021R, I46032R, B070110, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, C100100, B060200, J200300, C100300, Y100200, D500100, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, I120425, P430210, P430217, P430105, T300100, C400400, C400410, I150603, J200100, T400210, M200500, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, N100500, H170211, J400400, J400410, H170302; •Section 135: Use of Funds: 1A, 1E, 2E, 3, 5B, 5L, 5M, 5O		95,000

5350	360	**Software Rentals:** Online programs to help students with employability skills, writing and communication skills, curriculum supplements to support instruction in all PS CTE programs, and online platform for counselors and instructors to schedule students in remediation and testing •Section 134: CLNA Need: Sec 1 -Part 1E, 1F •Program #: V20021R, I46032R, B070110, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, C100100, B060200, J200300, C100300, Y100200, D500100, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, I120425, P430210, P430217, P430105, T300100, C400400, C400410, I150603, J200100, T400210, M200500, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, N100500, H170211, J400400, J400410, H170302; •Section 135: Use of Funds: 3, 4B, 5F, 5M		13,640
5350	520	**Textbooks** for professional development of CTE instructors •Section 134: CLNA Need: Sec 1 -Part A:5, D:2, F:2, G:1 •Program #s: V20021R, I46032R, B070110, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, C100100, B060200, J200300, C100300, Y100200, D500100, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, I120425, P430210, P430217, P430105, T300100, C400400, C400410, I150603, J200100, T400210, M200500, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, N100500, H170211, J400400, J400410, H170302; •Section 135: Use of Funds: 1E, 2E, 5M		1,481
5350	641	**Cap FFE:** Electrosurgical generator for instruction of PS CTE students of Surgical Technology. See Equipment Form. •Section 134: CLNA Need: Sec 1 -Part A:3, G:1 •Program Number #: H170211 •Section 135: Req. Use of Funds: 3, 5D, 5E, 5M		6,510
5350	641	**Cap FFE**: HD diagnostics platform and battery cert kit (see equipment list) for instruction of PS CTE students of Diesel Systems Technology 1. See Equipment Form. •Section 134: CLNA Need: Sec 1 -Part A:3, G:1 •Program Number #: T650100 •Section 135: Req. Use of Funds: 3, 5D, 5E, 5M		14,863
5350	641	**Cap FFE:** Chair foundations for Dental Stations (4 @ $5,900) for instruction of PS CTE students of Dental Assisting. See Equipment Form. •Section 134: CLNA Need: Sec 1 -Part A:3, G:1 •Program Number #: H170113 •Section 135: Req. Use of Funds: 3, 5D, 5E, 5M		23,600
5350	642	**Noncap FFE**: LED dental light, delivery system, chair upholstery, monitor mounts, stool foundations for Dental stations. No item costs $5,000 or more. •Section 134: CLNA Need: Sec 1 -Part A:3, G:1 •Program Number #:H170113 •Section 135: Use of Funds: 3, 5D, 5E, 5M		43,052
5350	730	**Dues and Fees:** for postsecondary CTE student/faculty memberships in CTSO or other career and technical education activities as an integral part of their CTE program. •Section 134: CLNA Need: Sec 1 -Part A:2, F:1 •Program #s: V20021R, I46032R, B070110, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, C100100, B060200, J200300, C100300, Y100200, D500100, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, I120425, P430210, P430217, P430105, T300100, C400400, C400410, I150603, J200100, T400210, M200500, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, N100500, H170211, J400400, J400410, H170302; •Section 135: Use of Funds: 1A, 1E, 2E, 3, 4B, 5L, 5M, 5O		4,003
5350	733	**Professional Development:** To pay for professional development of postsecondary CTE teachers, including but not limited to topics related to distance learning and developing hybrid programs, registration for professional conferences such as FACTE, industry certification related training, and professional development activities on current and emerging technologies. •Section 134: CLNA Need: Sec 1 -Part A:5, D:2, F:2, G:1 •Program #s: V20021R, I46032R, B070110, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, C100100, B060200, J200300, C100300, Y100200, D500100, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, I120425, P430210, P430217, P430105, T300100, C400400, C400410, I150603, J200100, T400210, M200500, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, N100500, H170211, J400400, J400410, H170302; •Section 135: Use of Funds: 1E, 2E, 5M		10,860
7200	790	**Indirect Cost:** Administrative cost at district-approved rate of 4.19%		6,747
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

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				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			D) TOTAL	**$261,265.00**

DOE 101- Print version

March 2021

Florida Department of Education
Division of Career and Adult Education
Perkins V
PROJECTED EQUIPMENT PURCHASES FORM

Equipment projected to be purchased from this grant must be submitted on this form **or** in a format that contains the information appearing on this form.

A) Manatee County School District
Name of Eligible Recipient

TAPS NUMBER: 23B005

B) _____
Project Number **(DOE USE ONLY)**

Agencies are accountable for all equipment purchased using grant funds.

PROJECTED EQUIPMENT PURCHASES

(Cells will expand when text is typed.)

ITEM #	FUNCTION CODE	OBJECT CODE	ACCOUNT TITLE	DESCRIPTION	SCHOOL / PROGRAM	NUMBER OF ITEMS	ITEM COST ($)	TOTAL AMOUNT ($)
	A	B	C	D	E	F	G	H
1	5350	641	Capitalized FFE	Electrosurgical generator	MTC East / Surgical Tech	1	$ 6,510.00	$ 6,510.00
2	5350	641	Capitalized FFE	HD diagnostics platform	MTC Main / Diesel Systems	1	$ 8,863.00	$ 8,863.00
3	5350	641	Capitalized FFE	Battery cert kit	MTC Main / Diesel Systems	1	$ 6,000.00	$ 6,000.00
4	5350	641	Capitalized FFE	Dental station chair foundations	MTC East / Dental Assisting	4	$ 5,900.00	$ 23,600.00
5								
6								
7								
8								
9								
10								

Inventory Guidelines

The following elements are required on the inventory of all equipment purchased.

2 C.F.R. 200, Uniform Guidance, 200.313 Equipment: Property records must be maintained that include a description of the property, a serial number or other identification number, the source funding for the property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

State Requirements for inventory elements are located in Rule 69I-72.003, Florida Administrative Code, Recording of Property.

Does the agency's inventory system contain all required federal and state elements listed above? _____ YES _____ NO

AGENDA ITEM NO. 10.10

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Second Amendment to the Memorandum Of Understanding (MOU) Between the City of Bradenton Police Department 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

Executive Summary
On June 22, 2021, the Board approved the Memorandum of Understanding (MOU) between the City of Bradenton Police Department and the School Board of Manatee County for the New Manatee Technical College Law Enforcement Academy Firing Range and Driving Facility for the 2020-2021 School Year in the Amount of $10.00 per Year.

The First Amendment increased the acreage of the portion of the City Parcel from approximately 35 acres to approximately 70 acres and replaced Exhibit A-1 to the Lease with the First Amendment attachment Exhibit "A-1".

The proposed Second Amendment moves the Portion of the City Parcel to the southern boundary of the property, clarifies the preferred access, and extends the construction timeline. Exhibit “A-1” in the attached Second Amendment replaces Exhibit A-1 with the First Amendment. The attached Exhibit “A-2” depicts the preferred access route as referenced in Section 13.01 of the Lease. The Second Amendment requires the construction of the initial Facility to commence within twelve (12) months following the date that the Second Amendment has been executed by both Parties.

On December 10, 2019, the School Board of Manatee County unanimously approved the submission of 2020 Florida Legislative Funding Requests to support Manatee Technical College Law Enforcement Training, specifically to fund the construction of a new firing range and the driving facility. Funding for the construction of a new firing range and driving facility was appropriated in the 2020-2021 General Appropriations Act (Laws of Florida Chapter 2020-111, Section 2, Specific Appropriation 30B. The District’s Construction Services Department and Manatee Technical College (MTC) worked together to find an appropriate location for the project.

The Memorandum of Understanding (MOU) between the City of Bradenton Police Department (BPD) and the School Board of Manatee County establishes an agreement for the location of the new MTC firing range and driving facility defined as parcel number 160900007, Taylor Road, Myakka City, Florida. The BPD is a long-standing partner of the MTC Law Enforcement Academy, whose Chief serves on the Academy Advisory Board and has sponsored and hired numerous MTC recruits/graduates over the past years.

It is the mutual desire of BPD and MTC that the entities enter into this agreement to benefit not only MTC recruits but provide a critical need for the entire law enforcement community of Manatee County. The MOU clarifies roles and responsibilities to build a School Board facility on City of Bradenton property, with the mutually beneficial objective of providing basic and advanced firearms training and high liability law enforcement vehicle operations training to MTC academy students, in addition to making the new firing range and driving facility accessible to local law enforcement agencies throughout the county.

Once the Second Amendment of the MOU is approved, the Construction Services Department may move forward with the construction of the firing range and driving facility with split funding from the School Board and the State of Florida.

A copy of the Second Amendment to Ground Lease is attached for review.

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval of the Second Amendment to the Memorandum of Understanding (MOU) between the City of Bradenton Police Department 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.

Financial Impact
The cost to implement this MOU will not exceed $10.00 per year for the lease with the City of Bradenton. The funding source for this annual expenditure is Equivalency of Training Funds and Tuition and Fees and is included in the MTC Law Enforcement Academy proposed budget for 2022-2023.

The cost to operate and maintain the facility will be jointly funded (50/50). The funding source for operation and maintenance is the City of Bradenton Police Department and the Manatee Technical College Law Enforcement Academy Equivalency of Training Funds and Tuition and Fees. The MTC portion will be included in the MTC Law Enforcement Academy proposed budget for 2023-2024.

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

Attachments:
Second Amendment to Ground Lease re Training Facility

SECOND AMENDMENT TO GROUND LEASE

THIS SECOND AMENDMENT TO GROUND LEASE WITH IMPROVEMENTS ("Second Amendment") is made and entered by and between the CITY OF BRADENTON, a Florida municipality existing under the laws of the State of Florida (hereinafter referred to as the "City"), and the SCHOOL BOARD OF MANATEE COUNTY, a public body corporate, existing under the laws of the State of Florida (hereinafter referred to as the "School Board") (hereinafter individually and collectively referred to as the "Party" or "Parties").

WITNESSETH:

WHEREAS, City and School Board entered into a Ground Lease with Improvements date June 30, 2021 ("Lease") for property located in Manatee County, Florida;

WHEREAS, pursuant to said Lease, the School board is authorized to utilize a portion ("Portion") of the City Parcel to construct a facility for public safety training to be utilized by the Manatee Technical College Law Enforcement Academy;

WHEREAS, City and School Board entered into that First Amendment to Ground Lease, dated September 22, 2021 ("First Amendment"), in order to increase the proposed acreage of the Portion from 35 acres to 70 acres, more or less;

WHEREAS, the Parties have now determined that the Portion should be moved to the southern boundary of the City Parcel, the construction timeline should be extended, the preferred access should be clarified, and the Lease should be amended to reflect such changes, as described further herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for the annual payment of ten ($10.00) dollars and other valuable consideration, the receipt and sufficiency whereof are hereby mutually acknowledged, the Parties hereto, intending to be legally bound, hereby amend and modify said Lease effective as of the date of this Second Amendment, as follows:

1. RECITALS. The foregoing recitals are true and correct and are incorporated herein.

2. PREMISES. The Parties agree that Exhibit A-1 to the Lease, depicting the General Location of the Premises under the Lease, shall be replaced with the attached Exhibit A-1.

3. PERMITTED USES. The Parties agree to amend Section 3.01(B)(1) of the Lease to provide that the School Board shall be required to commence construction of the initial Facility within eighteen (18) months following the date that this Second Amendment has been executed by both Parties.

4. USE OF PUBLIC WAY. Section 13.01 of the Lease is hereby amended to read in its entirety as follows:

   13.01 Use of Public Way

   The City Parcel currently has legal access via Taylor Road. However, the parties have determined that the preferred access to the City Parcel is via "Becker Road," which is a private farm road connecting State Road 64 to the City Parcel, as generally depicted on the attached Exhibit A-2. Prior to commencement of construction, the School Board shall be responsible for obtaining, at its sole cost, legal access in the name of the City from State Road 64 to the City Parcel via Becker Road, via a recordable instrument in a form, and subject to terms, acceptable to the City. Upon obtaining such legal access in the name of the City, same shall be incorporated into this Lease, and the School Board shall have the right to utilize such access under the Lease. Should the School Board be unable to obtain such legal access prior to its deadline to commence construction in Section 3.01(B)(1) herein, then either party may terminate the Lease.

5. RATIFICATION. Except as amended by the terms of this Second Amendment, all other terms, covenants, and conditions of the Lease, as amended by the First Amendment, and the rights and obligations of the Parties thereunder, shall remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment effective as of this _____ day of _____, 2022.

CITY:

CITY OF BRADENTON,
a Florida municipal corporation

WITNESSES:

By:_____
Name: Gene Brown
Title: Mayor

_____
Print Name:_____

_____
Print Name:_____

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

_____
Scott E. Rudacille, Esq.
City Attorney

SCHOOL BOARD:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate

By:_____
Name: James E. Golden, Chairman

ATTEST:

_____
Cynthia Saunders, Superintendent

_____
Print Name:_____

_____
Print Name:_____

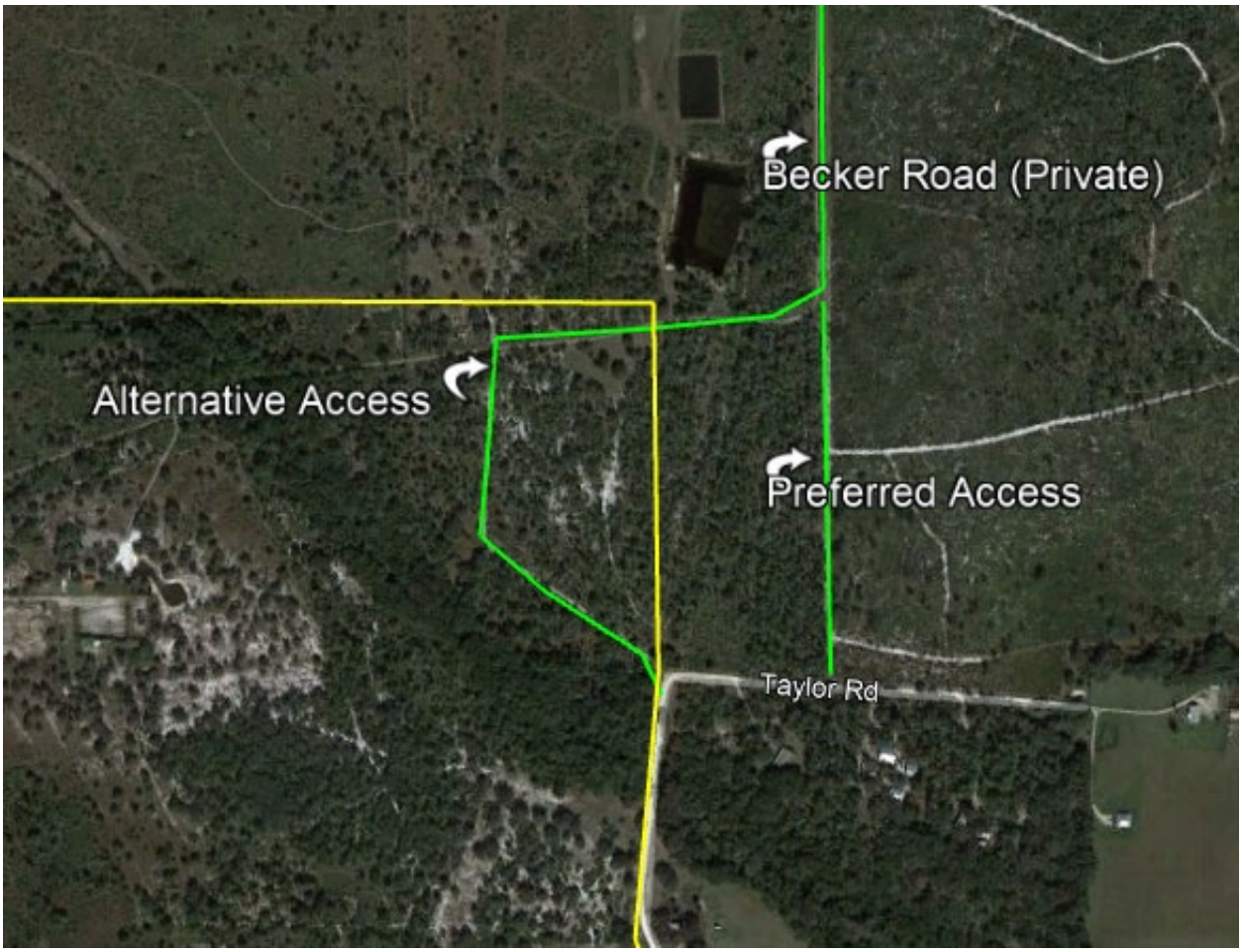
APPROVED AS TO LEGAL FORM AND SUFFICIENCY

_____
Stephen R. Dye, Esq.
School Board Attorney

Exhibit A-1


Becker Road (Private)
Alternative Access
Preferred Access
Taylor Rd
City of Bradenton Property
Leased Property
Driveway to Taylor Road

Exhibit A-2


Becker Road (Private)
Alternative Access
Preferred Access
Taylor Rd

AGENDA ITEM NO. 10.11

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Purchase Certiport Subscriptions, SDMC No. 23-0053-BS, Continued Procurement with Vendor, Estimated in the Amount of $200,000.00

Executive Summary
The Adult, Career & Technical (ACT) Department is seeking approval to purchase Certiport subscriptions for industry certifications, a business of NCS Pearson, Inc. Certiport a business of NCS Pearson, Inc. is the sole provider of the exam delivery system for the industry certification and credential programs for Microsoft, Adobe, Intuit QuickBooks and Internet and Computing. Obtaining these certifications in middle and high school gives our students an edge to a skilled and high-wage job upon graduation of high school. The District is reimbursed by the State of Florida Department of Education for each certification earned by our students. From 2008 to date, the District has earned approximately $10,881,919.41, which includes Certiport subscriptions of which 80% of the funding is earmarked directly to support the program in which it was earned.

Approval to purchase is valid from July 28, 2022 through July 27, 2023.

Historical expenditures for 2019-2020 were $200,837.57, 2020-2021 were $180,768.77 and 2021-2022 are currently $144,217.01.

Subsection 6A-1.012(11)(b) F.A.C. states, “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, video tapes, 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.”

State Board Rule 6A-1.012(14) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.0041(11), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board.”

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Approved funds will only be expended on an as needed basis as budget(s) allows.

The supplier is NCS Pearson, Inc d/b/a Certiport Incorporated, American Fork, UT, Florida Document No. 831133.

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

Adult, Career & Technical Education | Goal 1
Implement curriculum opportunities for students to learn technical skills with a wide range of strategies through their educational career.

Recommendation
The Superintendent recommends approval to purchase Certiport subscriptions, SDMC No. 23-0053-BS,

continued procurement with vendor, estimated in the amount of $200,000.00.

Financial Impact
The funding source for this expenditure is CAPE funds, and in included in the High School, Middle School and Manatee Technical College proposed budget for 2022-2023 school year.

Contact
Submitting Departments: Adult, Career and Technical and Purchasing
Initiated By: Paul Gansemer and Ruth Gruett

AGENDA ITEM NO. 10.12

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title

Approval to Purchase Haas Machinery, Installation and Services, SDMC No. 23-0054-BS, Continued Procurement with Vendor, Estimated in the Amount of $100,000.00

Executive Summary

Haas provides computer numerical control (CNC) equipment such as mills, lathes, and training equipment aligned with local industry partners and current equipment in the training program to meet the needs of high wage in demand careers. The new equipment comes with the next-generation controller that will familiarize our students with the latest controller technology that Haas offers to the industry and which is the current controller being used by many of the machining businesses in our area. The equipment will allow our students to learn to machine complex shapes – an ability that would set MTC apart from other vocational schools in our area, if not the state. This purchase utilizes funds from the Rapid Credentialing grant awarded from the Department of Education.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow. The requested contract is for the period of July 27, 2022 through July 26, 2023.

Historical expenditures for 2019-2020 were $114,508.75, 2020-2021 were $2,771.00 and 2021-2022 are currently $10,278.15.

State Board Rule 6A-1.045 states, “Single source purchases are purchases of commodities or contractual services available only from a single source. Pursuant to Section 287.057(5)(c), F.S., such purchases are excepted from the competitive solicitation process.”

Subsection 6A-1.012(8) F.A.C. (14) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.004(14), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board.”

The supplier is Trident Southeast LLC, d/b/a Haas Factory Outlet, Tampa, FL, Florida Document No. M03000002651.

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

Adult, Career & Technical Education | Goal 1
Implement curriculum opportunities for students to learn technical skills with a wide range of strategies through their educational career.

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2

Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation

The Superintendent recommends approval to purchase Haas machines, installation and services, SDMC No. 23-0054-BS, continued procurement with vendor, estimated in the amount of $100,000.00.

Financial Impact

The funding source is the Adult, Career and Technical (ACT) Department, Perkins Grant, VOC/CTE funds, school/department funds, and other funding sources as needed throughout the contract period and is included in the proposed budget for 2022-2023.

Contact

Submitting Departments: Adult, Career and Technical and Purchasing
Initiated By: Paul Gansemer and Ruth Gruett

Attachments:
Haas Quote
Haas Sole Source
Haas Contract for Services

FACTORY OUTLET
A DIVISION OF TRIDENT SOUTHEAST

VF-2

PROPOSAL

PROPOSAL: **TSE3957**

DATE: **6/22/2022**

PREPARED FOR:

MIKE RENDAS

MANATEE TECHNICAL COLLEGE

6305 E STATE ROAD 70
BRADENTON FL 34203

PREPARED BY:
DAVID THOMAS
813-478-3115
dthomas@haasflorida.com

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QUOTATION

VF-2 $57,995.00

Travels

X Axis	762 mm / 30.0 in
Y Axis	406 mm / 16.0 in
Z Axis	508 mm / 20.0 in
Spindle Nose to Table (~ max)	610 mm / 24.0 in
Spindle Nose to Table (~ min)	102 mm / 4.0 in

Options

Standard Program Memory, 1 GB	Included
55-Gallon Coolant Tank	Included
8100-rpm Spindle	Included
Early Power-Failure Detection Module	Included
Ethernet Interface	Included
HaasConnect: Remote monitoring	Included
HaasDrop	Included
Media Display M-Code; M130	Included
Rigid Tapping	Included
Safe Run	Included
1-Year Standard Warranty	Included
Control Touch Screen	Included
WiFi Connection for the Haas Control	Included
Window Air Blast	Included
Visual Part Programming System	Included
User-Definable Macros	Included
Spindle Orientation	Included
Coordinate Rotation and Scaling	Included
CT-Style Tool Changer Grippers	Included
*30+1 Side-Mount Tool Changer	$ 8,395.00
4th-Axis Drive and Wiring	$ 2,995.00
5th-Axis Drive and Wiring	$ 8,995.00
Wireless Intuitive Probing System	$ 5,495.00
Chip Auger	$ 3,495.00
Dynamic Work Offsets and Tool Center Point Control	$ 6,095.00
LOW-VOLT	Included

Machine & Options Total	$ 93,465.00
MACHINE TOTAL	**$ 93,465.00**

ADDITIONAL ITEMS

VF 2: Freight Only, Rigging NOT Included	$ 2,021.00
PC 0604 Discount: PC-0604 15% SCHOOL DISCOUNT	$ -14,019.75
Discount to meet budget approved funds	$ -3,466.25

** Not available for field installation*

TOTAL INVESTMENT $78,000.00

Shipping point	FOB Oxnard CA
Payment Terms	20/70/10
Validity	Quote good for 45 Days
Installation	By Haas Factory Outlet Trained Technician

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TERMS AND CONDITIONS

1. STANDARD TERMS: This document contains the standard terms and conditions (the “Terms”) applicable to dealings between Morris Florida, LLC (“SELLER”) and its customers, including the customer signing this document below (“BUYER”). The Terms are incorporated into, and a material part of: (a) each proposal to sell goods (“Goods”) and, if applicable, ancillary services (“Services”) made by SELLER to BUYER (a “Proposal”), (b) each order to purchase Goods and/or Services submitted by BUYER to Seller (an “Order”), (c) each acceptance of an Order by SELLER (an “Acceptance”), (d) each invoice issued by SELLER (an “Invoice”), and (e) all other documents exchanged between SELLER and BUYER pertaining to any ORDER (each Proposal, Order, Acceptance, Invoice or other relevant document is a “Document”); in each case regardless of whether the Terms are referred to in the Document and regardless of whether the Document is submitted or provided electronically, on paper or otherwise. The Terms shall control over any contrary terms or conditions set forth in any Document, regardless of when the Document may be provided by BUYER to SELLER or SELLER to BUYER, except as expressly agreed by SELLER and BUYER in a writing specifically described as an amendment of the Terms, and SELLER and BUYER expressly object to any contrary terms or conditions.

2. PROPOSALS AND ORDERS:

a) A Proposal is valid for 30 days from the date shown on it unless otherwise specified in it.

b) A Proposal does not constitute a firm offer, but is rather an invitation to BUYER to place an Order.

c) All Orders shall be in writing. All Orders shall be subject to written Acceptance by SELLER.

d) SELLER is not the manufacturer of any of the Goods. All weights, measurements and other specifications of Goods set forth in Proposals, Orders and Acceptances are estimates based on information provided by the manufacturer, and SELLER shall not be responsible for any deviations therefrom. Brochures, photographs and other illustrations depicting or describing Goods are non-binding in detail, and BUYER acknowledges that such brochures, photographs and other illustrations may have been superseded since being provided by the manufacturer. BUYER acknowledges further that manufacturers reserve the right to discontinue or to make changes to their products at any time, and that Goods are subject to specification and/or design changes without prior notice. Nothing contained in any descriptions of the Goods set forth in any Proposal, Order, Acceptance or other Document shall expand or otherwise affect SELLER’s warranty obligations as set forth in Section 7.

e) Any production estimates provided by SELLER are not guarantees of actual production unless specifically so stated in writing and signed by a duly authorized officer of SELLER. All time study figures relating to Goods are only estimates based on information provided to SELLER pertaining to finish required, machine-ability of the Goods, amount of material to be removed, BUYER’s operating conditions and similar factors.

f) SELLER retains the right to correct in its Acceptance any clerical error contained in a Proposal or an Order. BUYER agrees to promptly notify SELLER of any suspected clerical error in a Proposal.

3. PRICES:

a) All prices listed in a Proposal are F.O.B. Ship Point (i.e., manufacturer’s factory, port of entry or stocking warehouse) unless otherwise specified. Prices are subject to change without notice until confirmed by SELLER in its Acceptance.

b) Prices quoted in a Proposal do not include sales, use, excise, property or similar taxes arising out of or relating to the sale, purchase, ownership or use of Goods or Services, and all sales are made subject to applicable taxes, the entire amount of which BUYER agrees to pay. BUYER shall provide SELLER with any applicable tax exemption certificates acceptable to appropriate taxing authorities together with an Order. BUYER shall indemnify and hold SELLER harmless from and against the imposition and payment of such taxes. SELLER may in any Invoice or separately bill BUYER at any time for any such taxes, in which case BUYER shall pay the same to SELLER, but SELLER shall not be obligated to do so.

c) All freight and rigging quoted in a Proposal is subject to change until confirmed by SELLER in its corresponding Invoice.

d) SELLER will be compensated for all service work performed by SELLER on Goods not covered by manufacturer’s warranty or after the manufacturer’s warranty period has expired at SELLER’s then prevailing rate, plus all expenses, transportation, material and parts.

4. PAYMENT TERMS: Subject to SELLER’s credit approval of BUYER:

a) The terms of payment with respect to any Order shall be as specified in the Proposal or the Acceptance applicable to the Order (with the Acceptance controlling if differing terms are specified). If terms of payment are not specified in a Proposal or Acceptance, then BUYER shall pay 20% of purchase price as a non-refundable deposit at time of transmitting an Order (the “Deposit”) 70% of the purchase price,2 business days prior to factory completion date of Goods and 10% net 15 days from installation, not to exceed 30 days from shipment of goods (the “Final Payment”). In the case of leased and financed Orders, the Final Payment is due upon the sooner of BUYER’s signing the delivery slip or acceptance or installation of Goods, but in no event later than 30 days from SELLER’s shipment of Goods. In the case of Orders containing SELLER Showroom and Inventory Goods, the BUYER shall pay 90% of the purchase price as a non-refundable deposit at time of transmitting an Order (the “Deposit”) and 10% net 15 days from installation, not to exceed 30 days from shipment of goods (the “Final Payment”). Any unpaid amount shall bear interest from the due date until payment at a rate equal to the lesser of 2% per month or the maximum percentage permitted by law. Delays in installation and/or delays in operation of Goods caused by damage, warranty service or warranty replacement of parts or

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otherwise shall not extend or alter time for payment.
b) BUYER shall pay all of SELLER's costs (including without limitation court costs and reasonable attorney fees) incurred in collecting past due amounts (whether purchase price or other amounts owing pursuant to the Terms) regardless of whether litigation is commenced.
c) To secure the Obligations, BUYER hereby grants SELLER a first priority security interest in all Goods sold by SELLER to BUYER, any accessions thereto and any insurance, sale or other proceeds of the foregoing (the "Collateral"). For these purposes, the "Obligations" means all amounts due to SELLER in connection with Goods and/or Services sold to BUYER, including without limitation purchase price, taxes and all fees, expenses and reasonable attorneys' fees incurred by SELLER pursuant to or in connection with the Terms, the Obligations or the Collateral. BUYER agrees to insure the Collateral against loss or damage by fire or other risks and hazards in an amount no less than the replacement value of the Collateral, and upon request to provide SELLER with evidence of such insurance identifying SELLER as loss payee as its interests may appear. BUYER authorizes SELLER to file with applicable governmental authorities financing statements and similar instruments describing the Collateral without the signature of BUYER. Upon BUYER's default in any payment or other performance under the Terms, SELLER may, in its sole and absolute discretion, declare all Obligations immediately due and payable without demand, protest or other notice of any kind, and SELLER shall have the right to repossess the Collateral (BUYER hereby granting SELLER a right of access to BUYER's premises for such purposes) and all other remedies of a secured party under the Uniform Commercial Code as in from time to time in effect in Connecticut.
5. SHIPPING:
a) Goods subject to an accepted Order shall be sent to the address listed in the applicable Proposal.
b) Shipping schedules identified in a Proposal are approximate and subject to confirmation by SELLER with the manufacturer following SELLER's issuance of its Acceptance, despite anything set forth in an Order or other Document.
c) SELLER shall endeavor to accommodate BUYER's requested delivery schedule, but shall have no liability for loss to BUYER, whether direct, incidental and/or consequential, as a result of delays.
6. RISK OF LOSS: The risk of loss or damage to Goods shall pass to BUYER when Goods are placed with a carrier for delivery to BUYER. The carrier shall be deemed to be acting for and on behalf of BUYER, and the terms of payment for Goods shall not be affected by damage to or destruction of Goods.
7. WARRANTIES; REMEDIES:
a) Goods -- SELLER is NOT a manufacturer, and all Goods are manufactured by others. Accordingly, SELLER is not making and shall not make any warranties with respect to Goods other than that SELLER shall convey to BUYER good and marketable title to Goods. Other warranties available to BUYER are those, if any, extended by the manufacturer, to the extent they are in force and effect and may be assigned to BUYER. SELLER shall, upon written request, assign to BUYER any assignable rights SELLER has under the manufacturer's warranties. THE MANUFACTURER'S WARRANTY, IF ANY, AND SELLER'S WARRANTY OF TITLE, SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED BY SELLER.
b) Services -- SELLER warrants that Services will be performed in a workmanlike manner. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED BY LAW OR OTHERWISE, ALL OF WHICH ARE DISCLAIMED BY SELLER.
c) Remedies -- If SELLER breaches any warranty granted by SELLER with respect to the Goods, SELLER'S sole responsibility shall be to repair, replace or refund the purchase price for the applicable Goods, as determined in SELLER's sole and absolute discretion. If SELLER breaches any warranty granted by SELLER with respect to Services, Seller shall either refund the portion of the purchase price relating to the defective Services or correct the defective Services, as determined in SELLER's sole and absolute discretion.
d) Limitation of Damages -- If SELLER breaches any of the Terms (including by breach of its warranties), BUYER's remedies shall be limited as set forth in Section 7c) and this Section 7d). SELLER shall not be liable for any of BUYER's indirect, incidental, special or consequential damages relating to or arising from the breach, or punitive damages of any nature, and BUYER's recovery in connection with any Order shall in no event exceed the purchase price actually paid to SELLER with respect to that Order. Without limiting the generality of the foregoing sentence, in no event shall SELLER be liable to BUYER for BUYER's loss of profits, loss of use, or damages of any nature based upon a claim for breach of warranty or for faulty workmanship or materials or otherwise, whether or not SELLER has been advised of the potential for any such damages. BUYER acknowledges that the purchase price at which SELLER has agreed to provide Goods and/or Services reflects the SELLER's disclaimer of warranties and limitation of remedies set forth in this Section 7 and further acknowledges that the purchase price would be substantially higher without such disclaimer and limitation.
8. CANCELLATION: All Orders are non-cancelable by BUYER except as approved in writing by SELLER in its discretion. It is agreed that any cancellation, whether or not approved by SELLER, shall damage SELLER. Accordingly, A minimum 20% restocking fee will be assessed and SELLER shall be entitled to retain the Deposit, and BUYER shall pay to SELLER the following (against which the Deposit shall be credited):
a) SELLER's purchase price for the Goods delivered to BUYER prior to cancellation;

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b) SELLER's costs incurred in connection with Services provided prior to cancellation (including compensation costs and overhead);
c) All other out of pocket costs incurred by SELLER in connection with the Order, including without limitation cancellation or restocking charges that SELLER has or will incur; and
d) In the case the cancellation is not approved by SELLER, any other amounts to which SELLER may be entitled at law for BUYER's breach, it being understood that unapproved cancellation shall be a breach by BUYER of the contractual relationship existing between SELLER and BUYER.
9. BUYER'S USE: BUYER agrees that its employees, contractors and invitees when operating Goods will comply with all operating procedures set forth in the manufacturer's operators manuals and instruction sheets relating to such Goods, and BUYER further agrees not to remove or modify any safety device, warning sign, operators manual or work handling tools. BUYER shall immediately notify SELLER of any accident or injury connected with use of the Goods and agrees, upon SELLER's request, to cooperate with SELLER in investigating and determining the cause of the same. BUYER agrees to indemnify and hold harmless SELLER from and against any and all claims, suits, damages of any nature, losses, costs or expenses, including without limitation all fees and expenses of counsel and other professional advisors arising from use of any Goods or BUYER's failure to comply with the Terms.
10. PERFORMANCE IN THE EVENT OF DEFAULT; NON-WAIVER OF DEFAULT: In addition to the rights and remedies conferred on SELLER by law and the Terms, SELLER will not be required to respond to or perform an Order (even if previously accepted) if BUYER is in default with respect to any other Order. If SELLER at anytime, in SELLER's sole and absolute discretion, doubts BUYER's ability to pay for Goods consistent with the Terms, SELLER may ship the Goods C.O.D. In the event of any default by BUYER under the Terms, SELLER may decline, in its sole and absolute discretion, to make further shipments of Goods to BUYER without in any way affecting its rights under the Terms. If, despite any default by BUYER, SELLER elects to continue to make shipments, SELLER's actions shall not constitute a waiver of any default by BUYER or in any way affect SELLER'S remedies for such default under the Terms or otherwise.
11. CONFIDENTIALITY: All drawings, designs, specifications, manuals, programs and prices furnished to BUYER by SELLER shall remain the confidential and proprietary property of SELLER. All such information, except as may be found in the public domain, shall be held in strict confidence by BUYER and shall not be disclosed by BUYER to any third parties. As between BUYER and SELLER, all copyright interests in all material made available by SELLER shall remain in SELLER at all times, and BUYER waives any property or privacy rights BUYER may have with respect to all such information.
12. EMPLOYEES: BUYER agrees that neither it nor any of its affiliates will solicit for hire, hire or recommend for hire any employee of SELLER or any affiliate of SELLER during the period from SELLER's issuance of a Proposal until the first anniversary of the date on which Goods purchased pursuant to an Order are finally installed or Services obtained pursuant to an Order are fully provided. This Section 12 is a material inducement to SELLER to transact business with BUYER. This Section 12 shall cease to apply to any former employee of SELLER or an affiliate of SELLER on the date such employee has ceased to be employed by SELLER or an affiliate for six (6) months, and it shall not apply to the hiring of any employee of SELLER or an affiliate of SELLER whose initial contact with BUYER is such employee's response to a general public solicitation of employment applications by BUYER.
13. FORCE MAJEURE: SELLER shall not be responsible for nonperformance or late performance due to orders, regulations and/or ordinances by any government or governmental agency, act of God, war, terrorism, blockade, insurrection, mobilization, riots, fire, work stoppage, civil insurrection, flood, earthquake or any other circumstance beyond SELLER's reasonable control. Without limiting the preceding sentence, BUYER acknowledges that Goods originating from foreign countries are subject to export permit by the governmental authorities of the country from which such Goods originate.
14. REVISIONS: SELLER, in its sole and absolute discretion, may modify the Terms at any time and from time to time. The Terms as in effect at the time of SELLER's Acceptance shall govern the terms of sale of the Goods and Services contemplated by the Order so accepted, provided SELLER has provided BUYER with a copy of such Terms prior to or contemporaneously with the Acceptance.
15. SEVERABILITY: If any provision(s) of the Terms are held by any court of competent jurisdiction to be unenforceable or invalid, the remaining provisions of the Terms shall not be rendered invalid or unenforceable as a result thereof.
16. APPLICABLE LAW; VENUE: The Terms are governed by, and shall be construed in accordance with, the law of the State of Connecticut without reference to the conflict of laws principles thereof. BUYER and SELLER agree that the State and Federal courts sitting in the City of Hartford, Connecticut shall be the exclusive forums for resolving any dispute pertaining in any way to their dealings, the Terms, any Goods or any Services. BUYER consents to the jurisdiction of such courts and agrees that any such court is a convenient forum for the resolution of any such dispute, and agrees that it may be served with process for any suit in any such court by first class registered mail, return receipt requested and postage pre-paid, sent to BUYER at its address identified in an Order or by any other lawful means. BUYER acknowledges that Connecticut is the headquarters state of SELLER's parent entity, and that this Section 16 is a material inducement to SELLER to transact business with BUYER.
17. NO DELEGATION OR ASSIGNMENT: BUYER may not assign or delegate any of its rights or obligations under or in connection with the Terms or the Order without the prior written consent of SELLER, and any purported assignment or delegation in violation of this sentence shall be void ab initio, without force or effect, and a material

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violation of the Terms by BUYER.
Acknowledged and agreed as of the date indicated below:
Proposal Number: _____
BUYER: _____
Name of Signer:_____ Date _____
Title of Signer:_____

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Haas Factory Outlet, LLC

June 21, 2022

School District of Manatee County

Dear Beth,

Please accept this letter as formal notice that Haas Factory Outlet (HFO) Tampa is the sole and exclusive distributor of Haas CNC Machine Tools and any associated factory certified service for the State of Florida.

Furthermore, Haas Automation, is the sole source providing the following to our educational partners.

- 15% in-kind educational discount*
- 2-year Extended Warranty package
- A Haas simulator at no cost for every machine purchased

There are additional characteristics that position us as a unique provider within the educational market including:

- **HTEC Network** – We have established a community that enables manufacturing educators to share technical information and best practices at both regional and national conferences. HTEC members can contact, collaborate, share and network with over 1800 schools, colleges and universities. Membership is free for all educational institutions and fees are waived for educators for all regional conferences.

- **Gene Haas Foundation -** The purpose of the Gene Haas Foundation is to fund student costs in machining and advanced manufacturing pathways. The funding from our foundation can be used to provide scholarship funding for students pursuing CNC machining, to provide students with the opportunity to achieve NIMS credentials and to promote a competitive spirit with students in machining programs (SkillsUSA & FIRST Robotics).

- **HTEC Teacher Training** - This hands-on program is provided at four colleges throughout the US. A great way for your instructors to work with our amazing team to build new and innovative skills for teaching CNC. Teacher training is generally less than one week and the Gene Haas Foundation provides scholarships to cover 75% of the tuition for these programs.

Please contact me if I can provide any additional information.

Sincerely,

Scott J. Myre
President-Haas Factory Outlet Florida

Haas Factory Outlet: 913 US Hwy 301 South - Tampa, FL 33619
Telephone: 813-628-0665 **Fax:** 813-383-0308 **www.**HaasCNC.com

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM Budgeted FUNDS
Budgeted, Federal, Grant, Internal

Manatee Technical College
Name of School/Department

PO# 23-0054-BS

○ $25,000 & UNDER
PRINCIPAL/DIRECTOR(S),
LEGAL, DEPUTY SUPERINTENDENT

○ $25,000 - $49,999
PRINCIPAL/ DIRECTOR(S),
LEGAL, DEPUTY SUPERINTENDENT,
& SUPERINTENDENT

◉ $50,000 & OVER
PRINCIPAL/ DIRECTOR(S),
LEGAL, DEPUTY SUPERINTENDENT,
SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 21 day of June , 2022, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and Trident Southeast, LLC d/b/a Haas Factory Outlet, LLC. (Vendor).

VENDOR:

Business Name: Trident Southeast, LLC d/b/a Haas Factory Outlet, LLC Vendor No. 0000000898
Representative: Dave Thomas Position: Account Manager
Address: 913 US Hwy 301 S
City: Tampa State: FL Zip: 33619
Phone: 813-628-0665 Email: dthomas@haasflorida.com
SDMC Employee: Yes: (____) No: (_X_) Former: (____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is/are {*if attached indicate name of attachment*}

Provide Haas machines, installation and services

And shall be performed at the following location(s): MTC
Date(s) of Service(s): 7/27/2022 to 07/26/2023 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $23-0054-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
■ a rate of $Quotes per unit where the unit of measure is Quotes for products and services as needed.
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line 44201 53500 464801 0211 15001 SDMC4 4021104741 535000000

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

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.

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

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

Governing Law:

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

Relationship of Parties:

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

Indemnification:

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

Confidentiality:

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

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, 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 agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the services 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.

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement 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 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 Agreement.

Standards of Conduct:

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

Severability and Waiver:

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

Force Majeure:

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

Equal Opportunity:

The Vendor 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 and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. 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."

Federal Debarment & Suspension Certification:

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

Termination:

Termination for Cause—The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

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

Custodian of Public Records:

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

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

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board 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 Chapter 112 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 Vendor will in no way be a cause for relief from responsibility. The Vendor 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 Vendor must not be in violation of any zoning or other ordinances in the performance of this contract.

Safety Standards:

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

Tax Exemptions:

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

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

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, 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. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor 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” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

Employment on the project by the Vendor, or any of its subcontractor, 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 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 does not comply with this provision

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 Vendor’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. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor 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.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with 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.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, 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 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, U.S. Code. 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.

Funding Agreement (Right to Inventions):

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a), and the contractor/subcontractor enters 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 contractor/subcontractor 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 implementing regulations issued by the awarding agency.

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

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

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

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 page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

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

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

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

CONTRACTOR E-VERIFY NUMBER:
1221828

SIGNATURES:

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

AGENDA ITEM NO. 10.13

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Purchase Advanced Manufacturing Equipment and Software from Matik USA, Inc, SDMC No. 23-0058-BS, Estimated in the Amount $125,000.00

Executive Summary
The purchase of this equipment will continue to support high tech in demand training in the Advanced Manufacturing Program at Manatee Technical College and is aligned with local careers in the automation and manufacturing trades. The equipment is targeted through recommendations of local employer partners who support and hire graduating students upon completion of the program. This is an automated inspection line consisting of a conveyor loop, robots and a vision inspection system. The software is proprietary and is required to make all the equipment "talk" together. The hardware equipment is chosen specifically to align with local job placement.

The requested contract is for the period of July 27, 2022 through July 26, 2023.

Florida Statutes Section 1010.04(4) states, “Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

State Board Rule 6A-1.012(14) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.0041(11), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board.”

Approval of this item does not indicate immediate or complete expenditure of funds. Funds will only be expended on an as needed basis as budget(s) allows.

The supplier is Matik USA, Inc, Lakewood Ranch, FL, Florida Document No. P17000078423.

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval to purchase advanced manufacturing equipment and software from Matik USA, Inc, SDMC No. 23-0058-BS, estimated in the amount $125,000.00.

Financial Impact
The funding source is the CARES Grant, VOC/CTE funds, school/department funds, and other funding sources

as needed throughout the contract period and is included in the Manatee Technical College proposed budget for 2022-2023.

Contact
Submitting Departments: Adult, Career and Technical (ACT) and Purchasing
Initiated By: Paul Gansemer and Ruth Gruett

Attachments:
Matik Contract for Services
Matik Quote Trainer
Matik Vision Guidance Quote

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM Budgeted FUNDS
Budgeted, Federal, Grant, Internal

Manatee Technical College
Name of School/Department

PO# 23-0058-BS

○ $25,000 & UNDER
PRINCIPAL/DIRECTOR(S),
LEGAL, DEPUTY SUPERINTENDENT

○ $25,000 - $49,999
PRINCIPAL/ DIRECTOR(S),
LEGAL, DEPUTY SUPERINTENDENT,
& SUPERINTENDENT

◉ $50,000 & OVER
PRINCIPAL/ DIRECTOR(S),
LEGAL, DEPUTY SUPERINTENDENT,
SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 29 day of June , 2022, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and Matik USA, Inc. (Vendor).

VENDOR:

Business Name: Matik USA Inc Vendor No. 0000007961
Representative: Francisco Majano Position: _____
Address: 1211 Sarasota Center Blvd
City: Sarasota State: FL Zip: 34240
Phone: 941-343-9248 Email: francisco.majano@matik-usa.com
SDMC Employee: Yes: (____) No: (_X_) Former: (____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is/are {*if attached indicate name of attachment*}

Provide advanced manufacturing machines, installation softward and services

And shall be performed at the following location(s): MTC
Date(s) of Service(s): 7/27/2022 to 07/26/2023 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $23-0058-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
■ a rate of $Quotes per unit where the unit of measure is Quotes for products and services as needed.
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line 44201 53500 464801/464901/469101 0211 15001 SDMC4 4021104741 535000000

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

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.

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

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

Governing Law:

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

Relationship of Parties:

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

Indemnification:

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

Confidentiality:

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

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, 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 agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the services 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.

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement 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 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 Agreement.

Standards of Conduct:

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

Severability and Waiver:

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

Force Majeure:

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

Equal Opportunity:

The Vendor 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 and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. 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."

Federal Debarment & Suspension Certification:

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

Termination:

Termination for Cause—The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

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

Custodian of Public Records:

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

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

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board 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 Chapter 112 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 Vendor will in no way be a cause for relief from responsibility. The Vendor 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 Vendor must not be in violation of any zoning or other ordinances in the performance of this contract.

Safety Standards:

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

Tax Exemptions:

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

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

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, 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. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor 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” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

Employment on the project by the Vendor, or any of its subcontractor, 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 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 does not comply with this provision

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 Vendor’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. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor 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.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with 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.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, 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 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, U.S. Code. 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.

Funding Agreement (Right to Inventions):

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a), and the contractor/subcontractor enters 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 contractor/subcontractor 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 implementing regulations issued by the awarding agency.

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

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

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

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 page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

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

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

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

CONTRACTOR E-VERIFY NUMBER:
_____

SIGNATURES:

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

MATIK

www.matik-usa.com

Bradenton April 22nd , 2022

Mr. Gilbert Burlew,
Manatee Technical College

Quotation: MUSA04.22.22_MTC_PLC_Trainer

Thank you for your inquiry and your interest in our products and services.

Project:	**"MTC Loop Fanuc for KHS Training"**

Summary of prices:

Items	Description	Qty.	Price
Item 1	FANUC LR4S Master for line tracking	1	24,570.00 USD
Item 2	FANUC LR4S Slave for line tracking	1	24,570.00 USD
Item 3	Siemens PLC S7-1200 Compact CPU with enclosure	1	860.00 USD
Item 4	Engineering time to setup the Robot Grouping KHS concept (40 hours) (150 USD/hr)	40	0 USD
Item 5	Discount	1	-1,000.00 USD
	Total		**49,000.00 USD**

Notes:

- Robots have an applied discount of 10% of normal FANUC price List.

MATIK

www.matik-usa.com

Terms and Conditions:

- Warranty:
  The listed pricing reflects a (1) year parts warranty upon delivery of robot with a start date not to exceed 3 months from date of shipment (system build period).
  For service labor 90 days from the date of the field service report.
- Payment Schedule:
  Terms for payment are net payment (100%) previous shipment of material. Labor costs are 80 % prior job and 20% after completion of the service and received of final Invoice (30 days payment terms).
- Delivery:
  4 to 6 weeks.
- Late fees apply after 30 days of remaining 20% after completion of the job. After the due day an extra 1.5% monthly (18% annual) will be added in case of missing payment.

- Validity:
  This Offer is valid 30 days from current date.

Sincerely,

Francisco Majano
MATIK USA Inc
+1 941-840-8247
Email: francisco.majano@matik-usa.com

MATIK

www.matik-usa.com

Bradenton April 22nd , 2022

Mr. Gilbert Burlew,
Manatee Technical College

Quotation: MUSA04.22.22_MTC_Vision_Guidance_Trainer_1_Itemized

Thank you for your inquiry and your interest in our products and services.

Project:	**"MTC Loop Fanuc for KHS Training_1"**

Summary of prices:

Items	Description	Qty.	Price
Item 1	FANUC LR4S with vision / iRVision2D Guidance Package: CXV Camera / Lens 8 mm High Resolution / 7 meters camera cable CXV Flex / DCS Pos. Speed Check / Karel / Motion Package/ Controller R30iB Mate +6BK	1	35,968.50 USD
Item 2	Engineering time to setup the vision guidance trainer (40 hours) (150 USD/hr)	40	0
Item 3	Simatic HMI KTP700	1	441.00 USD
Item 4	Software options for line tracking PLC trainer cell with Vision trainer cell (IRPickTool, Ethernet encoder, Karel, Motion Package)	1	12,964.50 USD
Item 5	Shipping costs to MTC Bradenton	1	626.00 USD
Item 6	Discount	1	-1,000.00 USD
	Total		**49,000.00 USD**

Notes:

- Robots have an applied discount of 10% of normal FANUC price List.

MATIK

www.matik-usa.com

Terms and Conditions:

- Warranty:
  The listed pricing reflects a (1) year parts warranty upon delivery of robot with a start date not to exceed 3 months from date of shipment (system build period).
  For service labor 90 days from the date of the field service report.
- Payment Schedule:
  Terms for payment are net payment (100%) previous shipment of material. Labor costs are 80 % prior job and 20% after completion of the service and received of final Invoice (30 days payment terms).
- Delivery:
  4 to 6 weeks.
- Late fees apply after 30 days of remaining 20% after completion of the job. After the due day an extra 1.5% monthly (18% annual) will be added in case of missing payment.
- Validity:
  This Offer is valid 30 days from current date.

Sincerely,

Francisco Majano
MATIK USA Inc
+1 941-840-8247
Email: francisco.majano@matik-usa.com

AGENDA ITEM NO. 10.14

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Accept Funds and Renew the Letter of Agreement Between the District School Board of Putnam County on Behalf of the North East Florida Educational Consortium (NEFEC) and the School District of Manatee County for Reimbursement July 1, 2022 through June 30, 2023, Not to Exceed $100,000.00

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

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

The attached Letter of Agreement serves as an understanding between the parties to operate a successful collaboration.

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

Adult, Career & Technical Education | Goal 1
Implement curriculum opportunities for students to learn technical skills with a wide range of strategies through their educational career.

Adult, Career & Technical Education | Goal 2
Implement curriculum opportunities for students to learn people skills with a wide range of strategies through their educational career.

Inclusive Culture & Engagement | Goal 3
Expand diversity and inclusion initiatives across the school district for employees and students.

Recommendation
The Superintendent recommends approval to accept funds and renew the Letter of Agreement between the District School Board of Putnam County on behalf of the North East Florida Educational Consortium (NEFEC) and the School District of Manatee County for reimbursement July 1, 2022 through June 30, 2023, not to exceed $100,000.00.

Financial Impact
There will be no cost to the General Fund. The district is projected to receive funds from the North East Florida Education Consortium (NEFEC) in the amount of up to $100,000.00 for the 2022-2023 school year.

Contact
Submitting Departments: Adult, Career and Technical Education (ACT) and Exceptional Student Education (ESE)
Initiated By: Dr. Paul Gansemer and Dr. Robin Thompson

Attachments:
Ltr of Agreement NEFEC and SDMC 22-23

LETTER OF AGREEMENT NO. 0750-23-001-75123 CFDA #84.027

The following Letter of Agreement is between the District School Board of Putnam County on behalf of the **North East Florida Educational Consortium (NEFEC)** and **The School District of Manatee County, Florida (Manatee County School District or MCSD)** commencing on July 1, 2022, through June 30, 2023.

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

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

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

A. To reimburse MCSD on a monthly basis to cover salary and benefits of one (1) full-time FDLRS Virtual Learning Coordinator, office expenses and travel, professional development materials, printing, phones, and postage to be paid upon commencement of this Letter of Agreement by the Putnam County School Board. Total amount to be reimbursed through June 30, 2023, not to exceed $100,000.

III. General Provisions

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

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

Neither MCSD nor any individual employed under this Agreement shall have any proprietary interest in the product.

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

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

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

This Agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

Technical and administrative contacts for this Agreement are:

NEFEC/FDLRS Administration Project
Mary Ann Ahearn, Administrator, ESE Special Projects
3841 Reid Street Palatka, FL 32177
Phone: 386-312-2265
Email: ahearnm@nefec.org

The School District of Manatee County, FL
Nicole Cox, Director, ESE
Phone: 941-751-6550 ext. 2217

IV. Modification of Letter of Agreement

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

APPROVED AND RECOMMENDED FOR SIGNING

District School Board of Putnam County

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

Dated: _____

_____
by Holly Pickens
Board Chair

Dated: _____

The School District of Manatee County, Florida

_____
by Cynthia Saunders, Superintendent
The School District of Manatee County, Florida

Dated: _____

_____
by Reverend James Golden, Chair
School Board of Manatee County, Florida

Dated: _____

North East Florida Educational Consortium

_____
by Dr. Patrick J. Wnek
Executive Director

Dated: _____

AGENDA ITEM NO. 10.15

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Renewal Memorandum of Understanding (MOU) Between Florida Department of Health, Manatee County Health Department and the School District of Manatee County for the 2022-2023 School Year, No Financial Impact

Executive Summary
The State Health Department, in collaboration with School Districts, has the primary responsibility for the school health program. In Manatee County there has always been a shared responsibility between the Florida Department of Health, Manatee County Health Department, and the School District of Manatee County.

The School District of Manatee County is mandated to provide school health services to its students. Nurses from both the Florida Department of Health, Manatee County Health Department, and the School District of Manatee County have been jointly providing such services in District schools.

Job responsibilities for school nurses and clinic nurses are the same for both the Florida Department of Health, Manatee County Health Department, and the School District of Manatee County nurses. The services provided are defined in the "School Health Services Plan" which is approved by the Florida Department of Health, Manatee County Health Department, and the School District of Manatee County on a bi-annual basis.

The Florida Department of Health, Manatee County Health Department and the School District of Manatee County desire to maintain a strong working relationship to ensure the students of the Manatee County School District are afforded the full benefits of the School Health Program.

A copy of the MOU is attached for review.

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

Safety | Goal 1
Increase the number of best practices, resources and evidence-based approaches in the areas of school climate and safety across all district campuses and buildings.

Recommendation
The Superintendent recommends approval of the renewal memorandum of understanding (MOU) between Florida Department of Health, Manatee County Health Department and the School District of Manatee County for the 2022-2023 school year, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: ESE
Initiated By: Robin Thompson

Attachments:
2022-2023 MOU between Florida Department of Health and the School District of Manatee County

MEMORANDUM OF UNDERSTANDING BETWEEN FLORIDA DEPARTMENT OF HEALTH, MANATEE COUNTY HEALTH DEPARTMENT AND THE SCHOOL DISTRICT OF MANATEE COUNTY

This Memorandum of Understanding is entered into on July 1, 2022, between the School District of Manatee County, a public agency of the State of Florida, hereinafter referred to as "District," and the Florida Department of Health, Manatee County Health Department, an executive branch state agency or subdivision, hereinafter referred to as "Department," and together referred to as "Parties."

The Florida Department of Health, Manatee County Health Department provides medical and public health services in Manatee County including but not limited to Epidemiology, Immunizations, Tuberculosis Control, and School Health services.

The Department and School District of Manatee County have enjoyed a mutually beneficial relationship over past decades.

The District is mandated to provide school health services to its students. Nurses from both the Department and the District have been jointly providing such services in District schools.

Job responsibilities for school nurses and clinic nurses are the same for both the Department and the District nurses. The services provided are defined in the "School Health Services Plan" which is approved by the Department and the District School Board on a bi-annual basis.

The District and the Department desire to maintain a strong working relationship to ensure the students of District are afforded the full benefits of the School Health program.

This Memorandum of Understanding ("MOU") outlines the spirit and expectations of the partnership between the Department and District, and is not intended to be all inclusive but establishes the parameters for a successful relationship between the Parties.

I. Purpose:

This MOU outlines the ongoing relationship between District and the Department as it relates to the Florida Department of Health, School Health Program.

II. Term of MOU:

This MOU is effective on the date described above and continues until June 30, 2023. A subsequent MOU covering an additional year term will be pursued and completed prior to the termination of this current MOU. The District and the Department reserves their rights to terminate this MOU and any other subsequent amendments or renewals of this Agreement upon thirty days written notice.

III. District Responsibilities:

1. Providing the Department employees with office and clinic space, office furniture, phone access and support, computers, clinic supplies and equipment, use of copiers and printers for Department's employees in the schools to which they are assigned, or other facility or facilities as mutually determined by District and Department for effectively administering the School Health program.
2. The District will provide clinic staff coverage (LPN, MA, UAP) to Department's assigned school clinics, after five (5) consecutive days of vacancy.
3. Assist in providing access to the email system, access to FOCUS, use of courier service, access to Department to social media tools, and technical support for Department staff.
4. Subject to F.E.R.P.A. and to the extent authorized by consent of the parent of a student under the age of 18 or by consent of the parent and student for a student over the age of 18, provide required reports and updated information regarding student, demographics, medical conditions in an electronic format to Department. This agreement remains in effect until the student is terminated from the program.

IV. The Department Responsibilities:

1. For nursing staff employed by Department working as school nurses in District schools, Department accepts all responsibilities associated with its employees unless provided by the District, including but not limited to: payroll, tax obligations, and securing insurances.
2. A total of five (5) clinic staff (LPN, MA, UAP) will be provided to the District in schools currently assigned and covered by the Department, based upon staffing availability.
3. School Nurse (RN) positions will continue to be provided at current levels at the ten (10) schools currently assigned to the Department.
4. Subject to Federal and/or State laws and regulations; including, but not limited to, §1002.22, Florida Statutes, the Family Educational Rights and Privacy Act of 1974, ("F.E.R.P.A"), as amended or updated, Department shall have the same access to data associated with former, prospective and/or enrolled students as the District nurses. All such information is considered confidential and therefore protected (collectively referred to as "Confidential Information"). Such Confidential Information shall not be disclosed or shared with any third-party by Department, except as expressly authorized by law.
5. Department employees will comply with Jessica Lunsford Act (JLA)-Section 1012.465 and Section 1012.32 Florida Statutes.

V. Joint Responsibilities of the Department and District:

1. Maintain the integrity of the School Health program by treating employees, contractors and agents, volunteers, mentors, and students fairly without regard to race, color, sex, religion, national origin, age or disability.

2. Continuously monitor the program's progress to ensure quality and adequate resources.

3. Ensure the program is referred to as a joint partnership between Florida Department of Health, Manatee County Health Department and the Manatee County School District in Department of Health-Manatee publications.
4. Department employees will abide by The School Board of Manatee County Policy & Procedure Manual except where inconsistent with Florida Department of Health policies and procedures. The parties will work together to resolve any inconsistent policies to mutual satisfaction when discovered and will advise all affected employees of the resolution and resulting expectations.
5. The parties acknowledge and agree that the School Board, as political subdivision of the State of Florida, and the Florida Department of Health, Manatee County Health Department, are each sovereign entities that are by law immune from suit except to the extent specified in Section 768.28 Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

VI. Amendments:

Any modification, addition, or amendment to this Memorandum of Understanding by the Parties shall not be effective, except upon a written document signed by both parties.

IN WITNESS WHEREOF, the undersigned have been duly authorized to bind their respective Parties to this Memorandum of Understanding and have caused this Memorandum of Understanding to become effective as of the date noted above written.

FLORIDA DEPARTMENT OF HEALTH, MANATEE COUNTY HEALTH DEPARTMENT

By: _____ MAY 31, 2022
Jennifer Bencie, MD, MSA — Date
County Health Officer

SCHOOL DISTRICT OF MANATEE COUNTY

By: _____ _____
Rev. James Golden — Date
Chair

By: _____ _____
Cynthia Saunders — Date
Superintendent

By: _____ 6-29-22
Dr. Dan Evans — Date
Deputy Superintendent of Instructional Services

Approved as to Form:

By: _____ 6/30/22
Mitchell Teitelbaum — Date
General Counsel

AGENDA ITEM NO. 10.16

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Purchase Literacy Footprints, SDMC No. 23-0033-BS, Continued Procurement with Vendor, Estimated in the Amount of $300,000.00

Executive Summary
The District purchases supplemental materials and related professional development from Pioneer Valley Books in support of early literacy education. Kindergarten and grade 1 teachers district-wide will utilize the Literacy Footprints kits and participate in related professional development to implement explicit, systematic and multi-sensory reading instruction and intervention strategies for emergent learners.

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 period is July 27, 2022 through July 26, 2023.

Historical expenditures for 2019-2020 was $533,842.60, 2020-2021 was $677,765.50 and current 2021-2022 is $461,626.24.

Florida Statutes Section 1010.04(4) states, “Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

State Board Rule 6A-1.012(7) states, “The requirements for requesting bids from three (3) or more sources is hereby waived as authorized by Section 237.02, Florida Statutes, for the purchase of professional or educational services, educational tests, textbooks, printed instructional materials, computer software, films, 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.”

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

Curriculum & Instruction | Goal 1
Review and revise the PreK-12 literacy continuum & Narrow the achievement gap by continuing to develop unique innovative initiatives that create well-rounded education for ALL students.

Student Achievement | Goal 1
By 2023, 56% of our third-grade students will meet or exceed grade-level expectations for reading.

Recommendation
The Superintendent recommends approval to purchase Literacy Footprints, SDMC No. 23-0033-BS, continued procurement with vendor, estimated in the amount of $300,000.00.

Financial Impact
The funding sources for these expenditures are Title I, Title IV, Part A grant and various other school funds. The expenses are included in the proposed budget for the 2022-2023.

Contact
Submitting Departments: Curriculum and Purchasing
Initiated By: Robin Thompson and Ruth Gruett

Attachments:
23-0033-BS Contract for Services
Quote Q195048 Trays
Quote Q196456 PD
Quote Q196588 Digital Reader

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM Title I, IV and General FUNDS	Curriculum	PO# 23-0033-BS
Budgeted, Federal, Grant, Internal ( ) $25,000 & UNDER PRINCIPAL/DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT	Name of School/Department ( ) $25,000 - $49,999 PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, & SUPERINTENDENT	(X) $50,000 & OVER PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 22 day of June, 2022, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and Pioneer Valley Books. (Vendor).

VENDOR:

Business Name: Pioneer Valley Educational Press Vendor No. 0000003125
Representative: Allison Rebello Position: Sales Rep
Address: 155A Industrial Drive
City: Northampton State: MA Zip: 01060
Phone: 888-482-3906 Email
SDMC Employee: Yes: (____) No: (X) Former: (_____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is/are {*if attached indicate name of attachment*}

Primary teachers district-wide will utilize the Literacy Footprints Kits and participate in related professional development to implement explicit, systematic and multi-sensory reading instruction and intervention strategies for emergent learners.

And shall be performed at the following location(s): Various sites to include District Sites
Date(s) of Service(s): 07/27/2022 to 07/26/2023 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $ 23-0033-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
□ a rate of $Quotes per unit where the unit of measure is Quotes for PD & products as needed .
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line Title I, Title IV and various other

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

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.

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

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

Governing Law:

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

Relationship of Parties:

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

Indemnification:

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

Confidentiality:

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

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, 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 agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the services 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.

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement 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 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 Agreement.

Standards of Conduct:

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

Severability and Waiver:

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

Force Majeure:

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

Equal Opportunity:

The Vendor 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 and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. 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."

Federal Debarment & Suspension Certification:

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

Termination:

Termination for Cause—The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

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

Custodian of Public Records:

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

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

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board 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 Chapter 112 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 Vendor will in no way be a cause for relief from responsibility. The Vendor 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 Vendor must not be in violation of any zoning or other ordinances in the performance of this contract.

Safety Standards:

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

Tax Exemptions:

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

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

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, 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. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor 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” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

Employment on the project by the Vendor, or any of its subcontractor, 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 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 does not comply with this provision

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 Vendor’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. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor 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.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with 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.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, 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 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, U.S. Code. 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.

Funding Agreement (Right to Inventions):

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a), and the contractor/subcontractor enters 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 contractor/subcontractor 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 implementing regulations issued by the awarding agency.

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

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

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

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 page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

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

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

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

CONTRACTOR E-VERIFY NUMBER:

1770490

SIGNATURES:

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

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

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

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

Page/6689

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

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

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

Pioneer Valley Books
155A Industrial Dr.
Northampton, MA 01060
Phone: 888-482-3906
Fax: 866-305-0431
Tax ID: 04-3414244

Quote

#Q195048

02/16/2022

Bill To
Accounts Payable
School District of Manatee County
PO BOX 9069
BRADENTON FL 34206-9069
941-708-8770
vendorap@manateeschools.net

Ship To
Receiving Department-Allison Nichols
49-WHSE
1 Matzke Way
Bradenton FL 34208
941-708-8770

Expires	Sales Rep	Shipping Method
08/10/2022	Alora Heffernan	Standard Shipping

Qty	SKU/ISBN	Item Name	Reg. Price	Disc.	Price	Amount
60	ABCMLsp	Six-Pack: Magnetic Letter Tray printed with letters	$15.00	10%	$13.50	$810.00
180	ML-L	Magnetic Letters Lowercase	$16.00	10%	$14.40	$2,592.00

Subtotal	$3,402.00
Tax	$0.00
5% Shipping & Handling	$170.10
Total	$3,572.10

Quote Comments
Quote prepared for Alison Nichols. This quote is valid through 08/10/2022. Please reference quote number when submitting PO to ensure that discounts are applied correctly. Please note that starting April 1, 2021 we will be collecting tax for all states where it is applicable. If you are a tax exempt entity or organization, please submit your tax exemption certificate with your FEIN/TIN number or TID number. Exemptions may take up to 48 business hours to process.

Please include list of addresses for shipping when submitting PO.

Q195048

Pioneer Valley Books
155A Industrial Dr.
Northampton, MA 01060
Phone: 888-482-3906
Fax: 866-305-0431
Tax ID: 04-3414244

Quote

#Q196456

04/12/2022

Bill To
Accounts Payable
School District of Manatee County
PO BOX 9069
BRADENTON FL 34206-9069
941-708-8770
vendorap@manateeschools.net

Ship To
Receiving Department-Allison Nichols
49-WHSE
1 Matzke Way
Bradenton FL 34208
941-708-8770

Expires	Sales Rep	Shipping Method
08/10/2022	Alora Heffernan	Standard Shipping

Qty	SKU/ISBN	Item Name	Reg. Price	Disc.	Price	Amount
2	PR-PD-Day-1	Professional Development One Day	$3,600.00		$3,600.00	$7,200.00
		Discount				($1,200.00)

Promotions Applied to this Order
DISCOUNT | DR100

Subtotal	$6,000.00
Tax	$0.00
Free Shipping & Handling	$0.00
Total	$6,000.00

Quote Comments
Quote prepared for Alison Nichols. This quote is valid through 008/10/2022. Please reference quote number when submitting PO to ensure that discounts are applied correctly. Please note that starting April 1, 2021 we will be collecting tax for all states where it is applicable. If you are a tax exempt entity or organization, please submit your tax exemption certificate with your FEIN/TIN number or TID number. Exemptions may take up to 48 business hours to process.

This quote is for 2 days of Onsite Professional Learning to be held on a mutually agreed upon date and time. No dates are guaranteed until a PO is received and the date is confirmed. All Onsite Professional Learning is subject to change due to COVID travel and safety regulations.

Q196456

Pioneer Valley Books
155A Industrial Dr.
Northampton, MA 01060
Phone: 888-482-3906
Fax: 866-305-0431
Tax ID: 04-3414244

Quote

#Q196588

04/19/2022

Bill To
Accounts Payable
School District of Manatee County
PO BOX 9069
BRADENTON FL 34206-9069
941-708-8770
vendorap@manateeschools.net

Ship To
Alison Nichols/ELA Coordinator
2501 63rd Ave East
Bradenton FL 34203
941-708-8770

Expires	Sales Rep	Shipping Method
08/10/2022	Lauri Yanis	Standard Shipping

Qty	SKU/ISBN	Item Name	Reg. Price	Disc.	Price	Amount
6,000	LFP-DR-STUDENT	Literacy Footprints Digital Reader, Student Access	$10.00		$10.00	$60,000.00
375	LFP-DR-TEACHER	Literacy Footprints Digital Reader, Teacher Access	$20.00		$20.00	$7,500.00
	Subtotal					$67,500.00
		Discount		25%		($16,875.00)

Subtotal	$50,625.00
Tax	$0.00
Free Shipping & Handling	$0.00
Total	$50,625.00

Quote Comments
Quote prepared for Alison Nichols. This quote is valid through 08/10/2022. Please reference quote number when submitting PO to ensure that discounts are applied correctly.

This quote provides Digital Reader licenses for the 2022-2023 school year, effective August 1, 2022 - July 31, 2023. Up to a 5% cushion of licenses can be added at no additional cost to cover students and teachers K-1, district-wide. A supplementary discount has been included to cover any complimentary licenses with LFP kit purchases that may occur during 2022-2023 SY.

Please note that starting April 1, 2021 we will be collecting tax for all states where it is applicable. If you are a tax exempt entity or organization, please submit your tax exemption certificate with your FEIN/TIN number or TID number. Exemptions may take up to 48 business hours to process.

Q196588

AGENDA ITEM NO. 10.17

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Purchase of TeachTown Curriculum Licenses, SDMC No. 23-0059-BS, Continued Procurement with Vendor, Estimated in the Amount of $350,000.00

Executive Summary
The School District of Manatee County is requesting the approval to continue the TeachTown license subscriptions for the 2022-2023 school year. TeachTown Basics provides an evidence-based curriculum that addresses the academic, cognitive, and social emotional challenges faced by students with developmental delays, Intellectual Disability (ID), and Autism Spectrum Disorder (ASD). Through computer-delivered and teacher-led instruction, students learn individualized skills that are both developmentally appropriate and grade-aligned. enCORE is a standards-based, adapted core-curriculum based on Applied Behavior Analysis (ABA) that provides students with moderate and severe disabilities access to the general education curriculum.

Approval does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis. The requested subscription renewal licenses are from August 1, 2022 to July 31, 2023.

Historical expenditures for the 2019-2020 was $90,493.70, 2020-2021 was $98,041.10 and 2021-2022 are currently $92,643.28.

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.”

The supplier is Jigsaw Learning, LLC, d/b/a TeachTown, Inc., Woburn, MA, Florida Document No. M15000007340.

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

Curriculum & Instruction | Goal 1
Review and revise the PreK-12 literacy continuum & Narrow the achievement gap by continuing to develop unique innovative initiatives that create well-rounded education for ALL students.

Recommendation
The Superintendent recommends approval of the purchase of TeachTown curriculum licenses, SDMC No. 23-0059-BS, continued procurement with vendor, estimated in the amount of $350,000.00.

Financial Impact

The funding source for these expenditures are Individuals with Disabilities Education Act (IDEA) grant, ESSER III, grant funds, general funds and various other school funds and is included in the proposed budget for 2022-2023.

Contact

Submitting Departments: Curriculum and Purchasing
Initiated By: Robin Thompson and Ruth Gruett

Attachments:
Teachtown Agreement for Services
enCORE K-8 Licenses
K-8 Materials

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM ESSER III and IDEA FUNDS	Curriculum/ESE	PO# 23-0059-BS
Budgeted, Federal, Grant, Internal ( ) $25,000 & UNDER PRINCIPAL/DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT	Name of School/Department ( ) $25,000 - $49,999 PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, & SUPERINTENDENT	(X) $50,000 & OVER PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 30 day of June , 2022, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and Jigsaw Learning, LLC d/b/a TeachTown, Inc. (Vendor).

VENDOR:

Business Name: Jigsaw Learning, LLC d/b/a TeachTown, Inc. Vendor No. 0000001723
Representative: Marcus Rose Position: Sales Representative
Address: 330 West Cummings Park
City: Woburn State: MA Zip: 01801
Phone: 877-295-8238 Email: mrose@teachtown.com
SDMC Employee: Yes: (____) No: (X) Former: (_____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is /are {*if attached indicate name of attachment*}

Provide software and instructional professional development on-site for the school year of 2022-2023.

And shall be performed at the following location(s): Various District Sites
Date(s) of Service(s): 08/01/2022 to 07/31/2023 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $ 23-0059-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
□ a rate of $Quotes per unit where the unit of measure is Quotes for PD & products as needed .
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line: ESSER II, IDEA and various other

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

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.

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

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

Governing Law:

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

Relationship of Parties:

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

Indemnification:

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

Confidentiality:

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

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, 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 agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the services 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.

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement 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 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 Agreement.

Standards of Conduct:

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

Severability and Waiver:

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

Force Majeure:

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

Equal Opportunity:

The Vendor 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 and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. 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."

Federal Debarment & Suspension Certification:

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

Termination:

Termination for Cause—The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

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

Custodian of Public Records:

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

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

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board 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 Chapter 112 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 Vendor will in no way be a cause for relief from responsibility. The Vendor 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 Vendor must not be in violation of any zoning or other ordinances in the performance of this contract.

Safety Standards:

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

Tax Exemptions:

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

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

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, 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. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor 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” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

Employment on the project by the Vendor, or any of its subcontractor, 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 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 does not comply with this provision

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 Vendor’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. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor 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.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with 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.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, 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 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, U.S. Code. 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.

Funding Agreement (Right to Inventions):

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a), and the contractor/subcontractor enters 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 contractor/subcontractor 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 implementing regulations issued by the awarding agency.

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

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

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

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 page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

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

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

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

CONTRACTOR E-VERIFY NUMBER:

_____

SIGNATURES:

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

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

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

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

Page/6689

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

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

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

Company Address	330 West Cummings Park Woburn, MA 01801 US	Created Date	5/3/2022
Bill To Name	Manatee County Public Schools	Quote Number	00001659
Bill To	PO BOX 9069 BRADENTON, FL 34206 USA		

Product	Product Code	Sales Price	Quantity	Total Price
Basics Student Subscription - 1 Year	TTB1190	USD 259.00	168.00	USD 43,512.00
enCORE 6-8 Student Subscription - 1 Year	ENC0242	USD 199.00	96.00	USD 19,104.00
enCORE 6-8 Teacher Subscription - 1 Year	ENC0199	USD 549.00	12.00	USD 6,588.00
enCORE K-5 Student Subscription - 1 Year	ENC0201	USD 199.00	140.00	USD 27,860.00
enCORE K-5 Teacher Subscription - 1 Year	ENC0200	USD 549.00	23.00	USD 12,627.00
enCORE Professional Services - Coaching Webinar	ENC0400	USD 250.00	4.00	USD 1,000.00
enCORE Professional Services - On Site Training	ENC0250	USD 2,500.00	2.00	USD 5,000.00
Social Skills Teacher Subscription - 1 Year - 15 Students	SSA1172	USD 449.00	20.00	USD 8,980.00

Total Price USD 124,671.00

For questions on this quote, contact:

Marcus Rose

mrose@teachtown.com

Student licenses provide access for a single student to all products within a package.

Unless separate invoice and payment terms are specified, TeachTown will issue an invoice in full for the quoted amount upon execution of a purchase order. For any physical goods that are backordered, invoices will be issued when physical goods are shipped. All payment terms are Net 30.

Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined.

How to place an Order:

Email: orders@teachtown.com

Fax: (877) 295-8238

Mail: TeachTown, Inc.
330 West Cummings Park
Woburn, MA 01801

Company Address	330 West Cummings Park Woburn, MA 01801 US	Created Date	5/3/2022
Bill To Name	Manatee County Public Schools	Quote Number	00004965
Bill To	PO BOX 9069 BRADENTON, FL 34206 USA		

Product	Product Code	Sales Price	Quantity	Total Price
3-5 enCORE Student Workbook Package - (6 Sets, Units 19-36)	E35SPKG	USD 150.00	140.00	USD 21,000.00
enCORE 3-5 Curriculum Kit Bundle - (Units 19-36)	ENC0155	USD 1,449.00	23.00	USD 33,327.00
enCORE 3-5 Reading Library	ENC0195	USD 2,500.00	23.00	USD 57,500.00
enCORE 3-5 Student Workbook, Units 19-21	ENC0806	USD 29.00	140.00	USD 0.00
enCORE 3-5 Student Workbook, Units 22-24	ENC0807	USD 29.00	140.00	USD 0.00
enCORE 3-5 Student Workbook, Units 25-27	ENC0808	USD 29.00	140.00	USD 0.00
enCORE 3-5 Student Workbook, Units 28-30	ENC0809	USD 29.00	140.00	USD 0.00
enCORE 3-5 Student Workbook, Units 31-33	ENC0810	USD 29.00	140.00	USD 0.00
enCORE 3-5 Student Workbook, Units 34-36	ENC0811	USD 29.00	140.00	USD 0.00
enCORE 6-8 Curriculum Kit Bundle (Units 37-63)	ENC0157	USD 1,699.00	12.00	USD 20,388.00
enCORE 6-8 Reading Library	ENC0197	USD 2,500.00	12.00	USD 30,000.00
enCORE 6-8 Student Workbook Bundle - (9 workbooks, covering units 37-63)	E68SPKG	USD 150.00	96.00	USD 14,400.00
enCORE 6-8 Student Workbook, Units 37-39	ENC2101	USD 29.00	96.00	USD 0.00
enCORE 6-8 Student Workbook, Units 40-42	ENC2104	USD 29.00	96.00	USD 0.00
enCORE 6-8 Student Workbook, Units 43-45	ENC2107	USD 29.00	96.00	USD 0.00
enCORE 6-8 Student Workbook, Units 46-48	ENC2110	USD 29.00	96.00	USD 0.00
enCORE 6-8 Student Workbook, Units 49-51	ENC2113	USD 29.00	96.00	USD 0.00
enCORE 6-8 Student Workbook, Units 52-54	ENC2116	USD 29.00	96.00	USD 0.00
enCORE 6-8 Student Workbook, Units 55-57	ENC2119	USD 29.00	96.00	USD 0.00
enCORE 6-8 Student Workbook, Units 58-60	ENC2122	USD 29.00	96.00	USD 0.00
enCORE 6-8 Student Workbook, Units 61-63	ENC2125	USD 29.00	96.00	USD 0.00
Shipping and Handling	S_H	USD 5,298.45	1.00	USD 5,298.45

Total Price USD 181,913.45

The proposal is for enCORE Teacher and Student Print Based Materials, K-5 and 6-8.

For questions on this quote, contact:

Marcus Rose

mrose@teachtown.com

Student licenses provide access for a single student to all products within a package.

Unless separate invoice and payment terms are specified, TeachTown will issue an invoice in full for the quoted amount upon execution of a purchase order. For any physical goods that are backordered, invoices will be issued when physical goods are shipped. All payment terms are Net 30.

Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined.

How to place an Order:

Email: orders@teachtown.com

Fax: (877) 295-8238

Mail: TeachTown, Inc.
330 West Cummings Park
Woburn, MA 01801

AGENDA ITEM NO. 10.18

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Purchase NoRedInk Licenses and Services, SDMC No. 23-0061-BS, Estimated in the Amount of $175,000.00

Executive Summary
NoRedInk is designed to help Florida teachers provide a personalized learning experience that is driven by data and aligned to the new B.E.S.T. standards and other national assessments. Included with this purchase is full access to NoRedInk's writing instructional platform, diagnostic tools, growth tracking tools, alignment to FL state standards, AP Language standards, ACT, SAT, and NWEA MAP, text-to-speech functionality, long form passage practice, Peer Review, Guided Drafts, and Self Review.

NoRedInk is used to support intensive ELA/reading classes for middle and high school students in need of concordant test scores to graduate. There is an extensive library of materials that are mapped out to target high frequency test items often while also adjusting to meet students' individual needs overall.

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 period is July 27, 2022 through July 26, 2023.

Florida Statutes Section 1010.04(4) states, "Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

State Board Rule 6A-1.012(7) states, "The requirements for requesting bids from three (3) or more sources is hereby waived as authorized by Section 237.02, Florida Statutes, for the purchase of professional or educational services, educational tests, textbooks, printed instructional materials, computer software, films, 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."

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

Student Achievement | Goal 2
Increase the average high school graduation rate by 2% points each school year (baseline: 2018-2019, 83.2%).

Student Achievement | Goal 3
Increase the percentage of students meeting college and career acceleration, as defined by the state accountability model, by 2% points each school year.

Recommendation

The Superintendent recommends approval to purchase NoRedInk Licenses and Services, SDMC No. 23-0061-BS, Estimated in the Amount of $175,000.00.

Financial Impact
The funding source for these expenditures will be Title IV funds and is included in the Curriculum Departments proposed budget for the 2022-2023.

Contact
Submitting Departments: Curriculum and Purchasing
Initiated By: Robin Thompson and Ruth Gruett

Attachments:
23-0061-BS NoRedInk Agreement
Manatee County NoRedInk proposal

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM Title IV FUNDS	Curriculum	PO# 23-0061-BS
Budgeted, Federal, Grant, Internal ( ) $25,000 & UNDER PRINCIPAL/DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT	Name of School/Department ( ) $25,000 - $49,999 PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, & SUPERINTENDENT	(X) $50,000 & OVER PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 6 day of July , 2022, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and NoRedInk. (Vendor).

VENDOR:

Business Name: NoRedInk Vendor No. 0000008074
Representative: Michael Ting Position: Sales Development
Address: 548 Market St PMB 66984
City: San Francisco State: CA Zip: 94104
Phone: 945-967-4707 Email: michael.ting@noredink.com
SDMC Employee: Yes: (____) No: (X) Former: (_____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor i s /are { *if attached indicate name of attachment*}

Provide software and instructional professional development for the school year of 2022-2023.

And shall be performed at the following location(s): Various District Sites
Date(s) of Service(s): 08/01/2022 to 07/31/2023 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $ 23-0061-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
□ a rate of $Quotes per unit where the unit of measure is Quotes for PD & products as needed .
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line: Title IV and various other

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

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.

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

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

Governing Law:

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

Relationship of Parties:

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

Indemnification:

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

Confidentiality:

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

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, 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 agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the services 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.

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement 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 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 Agreement.

Standards of Conduct:

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

Severability and Waiver:

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

Force Majeure:

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

Equal Opportunity:

The Vendor 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 and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. 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."

Federal Debarment & Suspension Certification:

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

Termination:

Termination for Cause—The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

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

Custodian of Public Records:

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

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

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board 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 Chapter 112 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 Vendor will in no way be a cause for relief from responsibility. The Vendor 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 Vendor must not be in violation of any zoning or other ordinances in the performance of this contract.

Safety Standards:

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

Tax Exemptions:

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

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

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, 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. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor 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” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

Employment on the project by the Vendor, or any of its subcontractor, 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 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 does not comply with this provision

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 Vendor’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. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor 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.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with 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.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, 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 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, U.S. Code. 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.

Funding Agreement (Right to Inventions):

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a), and the contractor/subcontractor enters 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 contractor/subcontractor 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 implementing regulations issued by the awarding agency.

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

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

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

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 page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

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

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

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

CONTRACTOR E-VERIFY NUMBER:

69740

SIGNATURES:

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

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

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

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

Page/6689

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

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

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

noredink

Michael Ting • Michael.ting@noredink.com • (925) 967-4707

NoRedInk Proposal: Manatee County

NoRedInk is designed to help Florida teachers provide a personalized learning experience that is driven by data and aligned to the new B.E.S.T. standards and other national assessments. Through the scaffolding and support provided at every stage of the writing process, we provide explicit writing instruction that includes writing processes and meaningful writing opportunities for students to apply and practice strategies.

In an increasingly digital learning environment, NoRedInk allows for intentional instructional opportunities for students to construct meaning through higher-order discussion and writing in response to the ideas within their disciplines. Returning in the fall, our diagnostics and personalized learning tools will be key value adds to help districts understand the big picture of writing and teachers to drive instruction at the student level. We hope to work together to support your teachers, students, and goals for writing instruction.

Pricing consists of (1) student licenses and (2) built in professional development.

Student licenses
Pricing is based on the total number of students being purchased centrally. All prices include full access to our writing instructional platform, diagnostic tools, growth tracking tools, alignment to FL state standards, AP Language standards, ACT, SAT, and NWEA MAP, text-to-speech functionality, long form passage practice, Peer Review, Guided Drafts, and Self Review. NoRedInk licenses start at **$15.75 per student.**

Grades 9-12 (8 high schools) 13,633 students		
Student licenses*	Aug 2022-July 2023	$69,825.00
Average cost per student		**$5.48** (65% discount)
Estimated PD*	$500 per 15 teachers	$3,500
Total cost		**$73,325**

** Student license cost is determined through **site license structure** for 7 schools. 5% multi-site discount applied.*
** PD estimate is based off of one virtual session for each school. PD can be further customized or adjusted as needed depending on district needs. (i.e, train the trainer)*

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Grades 6-8 (11 middle schools) 7,869 students		
Student licenses*	Aug 2022-July 2023	$82,512.68
Average cost per student		**$10.49** (34% discount)
Estimated PD*	$500 per 15 teachers	$5,500
Total cost		**$88,012.68**

** Student license cost is determined through **site license structure**. 10% multi-site discount applied for 19 schools, as we would build off of existing high school numbers.*
** PD estimate is based off of one virtual session for each school. PD can be further customized or adjusted as needed depending on district needs. (i.e, train the trainer)*

Grades 6-12 (19 schools) 21,502 students		
Student licenses*	Aug 2022-July 2023	$150,514
Average cost per student		**$7** (56% discount)
Estimated PD*	$500 per 15 teachers	$9,000
Total cost		**$159,514**

** Student license cost is determined through **bulk license structure** for 21,502 students.*
** PD estimate is based off of one virtual session for each school. PD can be further customized or adjusted as needed depending on district needs. (i.e, train the trainer)*

Multi years:

- If the district wants to do a multi-year, **paid upfront contract**, then we can take **additional discounts** off the license. (e.g. 3 year gets 10% off, 4 year 15%, etc.)
- There is no additional discount for signing up for a multi-year **paid annual** contact.

Grades 6-12 (19 schools) 2 year paid upfront 21,502 students		
Student licenses*	Aug 2022-July 2023	$278,451
Average cost per student		**$6.48** (58% discount)
Estimated PD*	$500 per 15 teachers	$18,000

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Total cost		**$296,451** **($22,577 saved)**

** Student license cost is determined through **bulk license structure** for 21,502 students.*
** PD estimate is based off of one virtual session for each school per year. PD can be further customized or adjusted as needed depending on district needs. (i.e, train the trainer)*

Grades 6-12 (19 schools) 3 year paid upfront 21,502 students		
Student licenses*	Aug 2022-July 2023	$406,388
Average cost per student		**$6.30** (60% discount)
Estimated PD*	$500 per 15 teachers	$18,000
Total cost		**$424,388** **($45,154 saved)**

** Student license cost is determined through **bulk license structure** for 21,502 students.*
** PD estimate is based off of one virtual session for each school for the first two years only. PD can be further customized or adjusted as needed depending on district needs. (i.e, train the trainer)*

Professional development
We offer a variety of training options to get teachers up-to-speed with the Premium version of NoRedInk and aligned with district goals for the implementation. Live virtual webinars are $500 per 1 hour session (15 teachers) on a variety of topics (menu attached). On-site training is $4,000 per day to train up to 60 individuals, and we are following CDC guidelines.

Our recommendation is to train at least one school level representative in addition to requiring all teachers complete at least one on-demand modular training (15-20 minutes). Webinar training will focus on getting teachers up and running with NoRedInk and will provide best practices for the year. In future years, training can either be adapted to focus on new tools added to the site, optimizing, or training new teachers. Virtual training also does not have to be used at the beginning of each year, and instead, can be used at any point throughout the year.

NoRedInk also has an extensive library of pre-recorded webinars, instructional resources, and video library of assignment types.

If you have other key initiatives or areas of focus for year 1, you can purchase additional webinars to be used flexibly throughout the year to focus on those areas (ie. test prep, differentiation, essay drafting) or with campuses that demonstrate a need for additional support on any topic; however, we include at least one per school per year.

Technology support, reporting, and customer service

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As a Premium district, priority technical support, reporting, and customer service is built into the costs of your implementation. You will have access to an interactive report that updates in real time throughout the year and school administrators will also have access to their individual school's Premium report. A dedicated NoRedInk Customer Success Manager will be assigned to your district. There are no additional charges for any of these services and features. Clever rostering, Canvas integration, Schoology, and Google SSO is included with any purchase.

Existing Premium implementations in Florida
NoRedInk already has districts implementing our Premium program in Florida. Those districts are Seminole County (6-12 two year adoption) and Collier County (11th and 12th grade retakers).

AGENDA ITEM NO. 10.19

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Apply, Accept and Expend the Enhancing School Capacity to Address Youth Violence Grant, in the Amount of $609,799.99

Executive Summary
The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office of Juvenile Justice and Delinquency Prevention (OJJDP) seeks applications for funding through its OJJDP FY 2022 Enhancing School Capacity to Address Youth Violence grant program. The program supports targeted efforts to address youth violence through implementing evidence-based prevention and intervention efforts in a school-based setting.

The School District of Manatee County is applying for this grant to support Project LIFT (Linking & Improving Families Together). Project LIFT will increase Horizons Academy's capacity to reduce youth violence and victimization on its campus and ultimately impact the community as a whole through school-based programming and interventions addressing a number of student and family needs. Project Goals: 1) Improve Horizons Academy's capacity to prevent and intervene early to incidents of violence. 2) Enhance partnerships between the School District of Manatee County, Horizons Academy, and Community-Based Organizations (CBOs) to provide high-risk youth and families with critical services. 3) Increase family engagement and communication to address risk factors for violence. Partners include: Centerstone, Family Resources and Whole Child Manatee. If funded, the program period is 36 months.

As the OJJDP FY 2022 Enhancing School Capacity to Address Youth Violence grant program is competitive, the Project LIFT application, in its entirety, is available at the Office of Federal Programs & Grants for review.

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

Safety | Goal 2
Increase the capabilities of all district schools to appropriately prevent and intervene with unsafe and disruptive student behaviors, while reducing the number of instructional days lost to Out of School Suspensions.

Recommendation
The Superintendent recommends the approval to apply, accept and expend the Enhancing School Capacity to Address Youth Violence Grant, in the amount of $609,799.99.

Financial Impact
There is no cost to the General Fund.

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

AGENDA ITEM NO. 10.20

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Apply, Accept and Expend Title IV, Part A, Student Support and Academic Enrichment Grant Funds for the 2022-2023 School Year, in the Amount of $1,004,190.25

Executive Summary
Title IV, Part A, Student Support and Academic Enrichment is a federal grant that districts receive on an annual basis. 2022-2023 Title IV, Part A funds are now available, in the amount of $1,004,190.25. The 2022-2023 Title IV, Part A funds uses will include the purchase of materials and supplies to support literacy initiatives, support a School Based Health Center at Southeast High School, support the implementation of Project Spark/CHAMPS behavior management, and support an Information Services Coordinator.

A copy of the DOE 101 Budget is attached for review.

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

Curriculum & Instruction | Goal 1
Review and revise the PreK-12 literacy continuum & Narrow the achievement gap by continuing to develop unique innovative initiatives that create well-rounded education for ALL students.

Curriculum & Instruction | Goal 3
Establish professional learning systems to advance continuous academic improvements, promote collective responsibility for student achievement, and support alignment of educator goals, school improvement goals, and school district goals by August 2022.

Inclusive Culture & Engagement | Goal 1
Create a cultural commitment for improving service at all levels of the school district for internal and external customers.

Inclusive Culture & Engagement | Goal 3
Expand diversity and inclusion initiatives across the school district for employees and students.

Student Achievement | Goal 1
By 2023, 56% of our third-grade students will meet or exceed grade-level expectations for reading.

Student Achievement | Goal 2
Increase the average high school graduation rate by 2% points each school year (baseline: 2018-2019, 83.2%).

Student Achievement | Goal 3
Increase the percentage of students meeting college and career acceleration, as defined by the state accountability model, by 2% points each school year.

Recommendation
The Superintendent recommends approval to apply, accept, and expend the Title IV, Part A, Student Support and Academic Enrichment Grant funds for the 2022-2023 school year, in the amount of $1,004,190.25.

Financial Impact

There will be no cost to the General Fund. The District is projected to receive Title IV, Part A, Student Support and Academic Enrichment Grant funds for the 2022-2023 school year, in the amount of $1,004,190.25.

Contact

Submitting Departments: Federal Programs and Grants
Initiated By: Latrina Singleton

Attachments:
Title IV Grant Documents

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

Elementary and Secondary Education Act (ESEA) Federal Programs

Florida's 2022-23 ESEA Federal Programs Application

Click here to access the 2022-23 ESEA Federal Program Companion Guide

Manatee

DUNS Number	100012962
FEIN Number	F596000728046

Fiscal Contact Information

Fiscal Contact Name	Catherine Miley
Title	Director of Finance
Phone Number	941 751-6550 x 41111
Contact Email	mileyc@manateeschools net

Title I, Part A

Program Contact Name	
Title	
Phone Number	
Contact Email	

Title I, Part C

Program Contact Name	Mario K Mendoza, II
Title	Coordinator
Phone Number	941 751-6550 Ext 43333
Contact Email	mendozam@manateeschools net

Title I, Part D, Subpart 2

Program Contact Name	
Title	
Phone Number	
Contact Email	

Title II, Part A

Program Contact Name	
Title	
Phone Number	
Contact Email	

Title III, Part A

Program Contact Name	
Title	
Phone Number	
Contact Email	

Title IV, Part A

Program Contact Name	Mario K Mendoza, II
Title	Coordinator
Phone Number	941 751 6550 Ext 43333
Contact Email	mendozam@manateeschools net

Title V, Part B, Subpart 2

Program Contact Name	
Title	
Phone Number	
Contact Email	

Florida 2022-23 ESEA Federal Program Assurances

General Assurances (Click here to access documents related to General Assurances)

Assurance 1: The Local Educational Agency (LEA) has on file with the FDOE, Office of the Comptroller and a signed statement by the agency head certifying applicant adherence to these General Assurances for Participation in State and Federal Programs. The complete text may be found in Section D of the Green Book The certification of adherence, currently on file with the FDOE Comptroller's Office, shall remain in effect indefinitely The certification does not need to be resubmitted with this application, unless a change occurs in federal or state law, or there are other changes in circumstances affecting a term, assurance or condition

Assurance 2: The LEA assures that they will comply with all applicable supplement not supplant requirements under ESEA. [ESEA sections 1118(b), 1304(c)(2), 1415(b), 2301, 3115(g), 4110, 5232]

Assurance 3: The LEA assures that they will comply with the K12 ESEA Common Federal Program Guidance

Assurance 4 The LEA assures, as appropriate, that stakeholder collaboration across multiple programs will occur as outlined under ESSA.

Assurance 5: The LEA assures that a comprehensive needs assessment is conducted that takes into account information on the academic achievement of children in relation to the challenging state academic standards

Assurance 6 The LEA assures that timely and meaningful consultation occur between LEA and private school officials prior to any decision that affects the opportunities of eligible private school children, teachers, and other educational personnel to participate in programs subject to equitable participation

Assurance 7: The LEA assures that they submit their application by the dates listed on the 2022 23 Collaborative Calendar

Assurance 8. The LEA assures they will periodically monitor and evaluate the effectiveness of the activities approved within the program application

Title I, Part A: Improving Basic Programs Operated by Local Educational Agencies

Assurance 1 Migratory Children: The LEA assures that migratory and formerly migratory children who are eligible to receive services under Title I are selected to receive such services on the same basis as other children who are selected to receive services under Title I program [ESEA section 1112(c)(1)]

Assurance 2 Private Schools: The LEA assures that it will provide services to eligible children attending private elementary schools and secondary schools in accordance with section 1117, and timely and meaningful consultation with private school officials regarding such services unless there are no eligible private schools identified [ESEA section 1112(c)(2)]

Assurance 3: NAEP The LEA assures that it will participate, if selected, in the National Assessment of Educational Progress (NAEP) in reading and mathematics in grades 4 and 8 carried out under section 303(b)(3) of the National Assessment of Educational Progress Authorization Act (20 U S C 9622(b)(3)) [ESEA section 1112(c)(3)]

Assurance 4. Cross Coordination: TThe LEA assures that it will coordinate and integrate services provided under Title I with other educational services at the LEA or individual school level, such as services for English learners, children with disabilities, migratory children, American Indian, Alaska Native, and Native Hawaiian children, and homeless children and youths, in order to increase program effectiveness, eliminate duplication, and reduce fragmentation of the instructional program [ESEA section1112(c)(4)]

Assurance 5: Child Welfare Agency Point of Contact: The LEA assures that it will collaborate with the State or local child welfare agency to designate a point of contact if the corresponding child welfare agency notifies the LEA, in writing, that the agency has designated an employee to serve as a point of contact for the LEA [ESEA section 1112(c)(5)(A)]

Assurance 6: Certification. The LEA assures that all teachers and paraprofessionals working in a program supported with funds under Title I meet applicable state certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification[section1112(c)(6)] The LEA will also ensure parents are notified appropriately according to the "Parents Right To Know" provision [ESEA 1112(e)(1)(A-B)]

Assurance 7: Early Childhood Education: The LEA assures that in the case the LEA that chooses to use Title I, Part A funds to provide early childhood education services to low-income children below the age of compulsory school attendance, such services comply with the performance standards established under section 641A(a) of the Head Start Act (42 U S C. 9836a(a)) [ESEA section 1112(c)(7)]

Assurance 8: Parents Right-To Know The LEA assures parents are notified appropriately according to the "Parents Right To Know" provision [ESEA section 1112(e)(1)(A-B)]

Assurance 9 Collaboration The local educational agency (LEA) assures that its plan was developed with timely and meaningful consultation with teachers, principals, other school leaders, paraprofessionals, specialized instructional support personnel, charter school leaders (in an LEA that has charter schools), administrators (including administrators of programs described in other parts of this Title), other appropriate school personnel, and with parents of children in schools served under Title I [ESEA section 1112(a)(1)(A)]

Assurance 10 Coordination of Programs. As appropriate, the LEA assures the plan is coordinated with other programs under ESEA, the Individuals with Disabilities Education Act (20 U S C 1400 et seq), the Rehabilitation Act of 1973 (20 U S C 701 et seq), the Carl D Perkins Career and Technical Education Act of 2006 (20 U S C. 2301 et seq), the Workforce Innovation and Opportunity Act (29 U S C. 3101 et seq), the Head Start Act (42 U S C 9831 et seq), the McKinney-Vento Homeless Assistance Act (42 U S C 11301 et seq), the Adult Education and Family Literacy Act (29 U S C 3271 et seq), and other Acts as appropriate [ESEA section 1112(a)(1)(B)]

Assurance 11: Child Welfare Agency Procedures: The LEA assures they will collaborate with the state or local child welfare agency to develop and implement clear written procedures governing how transportation to maintain children in foster care in their school of origin when in their best interest will be provided, arranged, and funded for the duration of the time in foster care The procedures will ensure that children in foster care needing transportation to the school of origin will promptly receive transportation in a cost effective manner and in accordance with section 475(4)(A) of the Social Security Act (42 U S C 675(4)(A)), and ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the LEA will provide transportation to the school of origin if the local child welfare agency agrees to reimburse the LEA for the cost of such transportation, the LEA agrees to pay for the cost of such transportation, or the LEA and the local child welfare agency agree to share the cost of such transportation [ESEA section 1112(c)(5)(B)]

Assurance 12 Parent Consultation The LEA assures that in order to receive parent and family engagement funds under section 1116 the agency will conduct outreach to all parents and family members and implement programs, activities, and procedures for the involvement of parents and family members in programs assisted under Title I consistent with section 1116 Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children [ESEA section 1116(a)(1)]

Assurance 13 School Parent and Family Engagement Policy The LEA assures that the following requirements outlined in section 1116(b)(1-4) are met (1) Each school served under this part shall jointly develop with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed on by such parents, that shall describe the means for carrying out the requirements of section 1116 (c-f) and Assurances 11c-f Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school, (2) If the school has a parent and family engagement policy that applies to all parents and family members, such school may amend that policy, if necessary, to meet the requirements of this subsection, (3) If the LEA involved has a school district-level parent and family engagement policy that applies to all parents and family members in all schools served by the LEA, such agency may amend that policy, if necessary, to meet the requirements of this subsection, and (4) If the plan under section 1112 is not satisfactory to the parents of participating children, the LEA shall submit any parent comments with such plan when such LEA submits the plan to the state [ESEA section 1116(b)]

Assurance 14 Policy Involvement The LEA assures that each school served under this part shall meet the following requirements outlined in section 1116(c)(1-5) (1) Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school s participation under this part and to explain the requirements of this part, and the right of the parents to be involved, (2) offer a flexible number of meetings, such as meetings in the morning or evening, and may provide, with funds provided under this part, transportation, child care, or home visits, as such services relate to parental involvement, (3) involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of programs under this part, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the schoolwide program plan under section 1114(b)except that if a school has in place a process for involving parents in the joint planning and design of the school s programs, the school may use that process, if such process includes an adequate representation of parents of participating children, (4) provide

parents of participating children — (A) timely information about programs under this part, (B) a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of Florida's challenging academic standards, and (C) if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible, and (5) if the schoolwide program plan, under section 1114(b), is not satisfactory to the parents of participating children, submit any parent comments on the plan when the school makes the plan available to the LEA [ESEA section 1116(c)]

Assurance 15 Shared Responsibilities for Student Achievement The LEA assures that the following requirements outlined in section 1116(d)(1 2) are met as a component of the school-level parent and family engagement policy developed under subsection (b), each school served under this part shall jointly develop with parents for all children served under this part a school parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the Florida's challenging academic standards Such compact shall — (1) describe the school s responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under this part to meet the Florida's challenging academic standards, and the ways in which each parent will be responsible for supporting their children's learning, volunteering in their child's classroom, and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time, and (2) address the importance of communication between teachers and parents on an ongoing basis through, at a minimum — (A) parent teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the individual child's achievement, (B) frequent reports to parents on their children s progress, (C) reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities, and (D) ensuring regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that family members can understand [ESEA section 1116(d)]

Assurance 16: Building Capacity for Involvement To assure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and LEA funded under Title I will meet the provisional requirements as outlined in section 1116(e)(1-5 and 14) [ESEA section 1116(e)]

Assurance 17: Accessibility In carrying out the parent and family engagement requirements under Title I, LEAs and schools, to the extent practicable, shall provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports required under section 1111 in a format and, to the extent practicable, in a language such parents understand [ESEA section 1116(f)]

Assurance 18 Family Engagement in Education Programs The LEA assures that in a state operating a program under part E of Title IV, each LEA or school that receives assistance under this part shall inform parents and organizations of the existence of the program [ESEA section 1116(g)]

Assurance 19: Private School Consultation The LEA assures that after timely and meaningful consultation with appropriate private school officials, it will provide special educational services, instructional services, counseling, mentoring, one-on-one tutoring, or other benefits that address the needs of eligible children identified under section 1115(c), and, ensures that teachers and families of eligible children participate, on an equitable basis, in services and activities pursuant to section 1116 [ESEA section 1117(a)(1)(A) and (B)]

Assurance 20 Private School and LEA Agreement: The LEA assures that after conducting the timely and meaningful consultation with appropriate private school officials, it will submit a copy of the agreement between the LEA and the private school to the FDOE ombudsman in the Office of Grants Management [ESEA section 1117(b)(1)]

Assurance 21: Affirmation of Agreement: The LEA assures that it will submit to the FDOE ombudsman a written affirmation, signed by officials of each participating private school, that the meaningful consultation required by this section has occurred The written affirmation shall provide the option for private school officials to indicate such officials' belief that timely and meaningful consultation has not occurred or that the program design is not equitable with respect to eligible private school children If such officials do not provide such affirmation within a reasonable period of time, the LEA shall forward the documentation that such consultation has, or attempts at such consultation have, taken place to the state educational agency [ESEA section 1117(b)(5)]

Assurance 22: Supplement, Not Supplant Methodology: The LEA assures that it will be in compliance stipulated in paragraph (1) concerning supplement and not supplant requirements To address this compliance, the LEA assures that it has a methodology used to allocate state and local funds to each school receiving assistance under this part is in place to ensure that such school receives all of the state and local funds it would otherwise receive if it were not receiving assistance under Title I, Part A [ESEA section 1118(b)(1 2)]

Assurance 23. Public School and Non-Public School Eligibility Survey (PSES/NPSES). The LEA assures they are in compliance with the PSES and NPSES guidelines to properly rank and serve their Public K 12 schools and to determine Title I, Part A equitable proportion of funds [ESEA sections 1113(a)(3) and 1117(a)(4)]

Assurance 24 English Language Learners (ELLs) Notification Requirements: The LEA assures that it will be in compliance with the requirements set forth in section 1112(e)(3)(A-B) the use of Title I, Part A and/or Title III funds to provide a language instruction educational program as determined under Title III shall, not later than 30 days after the beginning of the school year, inform parents using the 'Annual Parent Notification Letter' of an English learner identified for participation or participating in such a program For children who have not been identified as English learners prior to the beginning of the school year, but are identified as English learners during such school year, the LEA shall notify the children's parents during the first two weeks of the child being placed in a language instruction educational program using the 'Initial Parent Notification Letter ' [ESEA sections 1112(3)(A) and (B)]

Assurance 25 Comparability The LEA assures that it will be in compliance with the requirements provided in section 1118(c)(2)(A) to ensure the following comparability requirements are met a LEA-wide salary schedule, a policy to ensure equivalence among schools in teachers, administrators, and other staff; or a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies [ESEA section 1118(c)(2)(A)]

Assurance 26 Constitutionally Protected Prayer: The LEA assures they will certify in writing to the Department that no policy of the LEA prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary and secondary schools An LEA must provide this certification to the Bureau of Federal Educational Programs by October 1 of each year [ESEA section 8524(b)]

Title I, Part C: Migrant Education Program

Assurance 1. The LEA assures funds for Migrant Education Program (MEP) will be used only for programs and projects, including the acquisition of equipment, in accordance with ESEA, section 1306, and to coordinate such programs and projects with similar programs and projects within the state and in other states, as well as with other Federal programs that can benefit migratory children and their families [ESEA section 1304(c)(1)]

Assurance 2 The LEA assures programs and projects funded for MEP will be carried out in a manner consistent with the objectives of section 1114, subsections (b) and (d) of section 1115, subsections (b) and (c) of section 1118, and Part F [ESEA section 1304(c)(2)]

Assurance 3: The LEA assures that in the planning and operation of programs and projects, there is appropriate consultation with parents of migratory children, including parent advisory councils for programs of at least 1 (one) school year in duration, and that all such programs and projects are carried out in a manner that provides for the same parental involvement as is required for programs and projects under section 1116, unless extraordinary circumstances make such provision impractical, and in a format and language understandable to the parents [ESEA section 1304(c)(3)]

Assurance 4: The LEA assures that in planning and carrying out such programs and projects, there will be adequate provision for addressing the unmet educational needs of preschool migratory children and migratory children who have dropped out of school [ESEA section 1304(c)(4)]

Assurance 5. The LEA assures the effectiveness of such programs and projects will be determined, where feasible, using the same and standards approaches that will be used to assess the performance of students, schools, and local educational agencies under Title I, Part A [ESEA section 1304(c)(5)]

Assurance 6 The LEA assures such programs and projects will provide for advocacy and outreach activities for migratory children and their families, to inform such children and families of other education, health, nutrition, and social services to help connect them to such services [ESEA section 1304(c)(6)]

Assurance 7: The LEA assures to the extent feasible, such programs and projects will provide for advocacy and other outreach activities for migratory children and their families, including helping such children and families gain access to other education, health, nutrition, and social services, professional development programs, including mentoring, for teachers and other program personnel, family literacy programs, the integration of information technology into educational and related programs, and programs that facilitate the

transition of secondary school students to postsecondary education or employment [ESEA section 1304(c)(7)]

Assurance 8 The LEA assures they will conduct the transfer of migrant student records according to state required policies and procedures including actively participate with and meet all Migrant Student Information Exchange System requirements. [ESEA section 1308(b)(2) 34 CFR 200 85(d) 20 USC 6398(b)(2)]

Assurance 9 The LEA assures they will assist the state in determining the number of migratory children under Section 1303(a)(1), and the LEA shall give priority to migratory children who have made a qualifying move within the previous 1-year period and who are failing, or most at risk of failing, to meet the challenging State academic standards, or, have dropped out of school [ESEA section 1304(d) 34 CFR Part 200 89(c) 20 USC 6394(d)]

Assurance 10 The LEA assures they will assist the state to promote interstate and intrastate coordination of services for migratory children, including coordination with other relevant programs and local projects in the state and in other states. [ESEA section 1304(b)(3) 34 CFR Part 200 82(b)]

Title I, Part D, Subpart 2: Neglected and Delinquent Youth

Assurance 1: The LEA assures they shall adhere to the purpose of Section 1420 to provide opportunities for students to meet the same challenging state content standards and student academic achievement standards that all children in Florida are expected to meet [ESEA sections 1421 [20 U.S C 6451] and 1425(6) [20 U S C 6455]]

Assurance 2: The LEA assures they shall design transitional and supportive programs to meet the needs of children and youth returning to schools within the LEA or other alternative educational programs and assist them in completing their education [ESEA sections 1422 [20 U S C 6452] and 1424 [20 U S C 6454]]

Assurance 3: The LEA assures they shall, where feasible, involve parents in efforts to improve educational achievement of their children and prevent further delinquent activities [ESEA sections 1425(8) [20 U S C 6455]]

Assurance 4: The LEA assures they shall adhere to the provision of services under section 1423(2) and program requirements under section 1425 for any correctional facility in which the LEA has entered into an agreement [ESEA section 1423 [20 U S C 6453]]

Assurance 5: The LEA assures they shall evaluate the program not less than once every three years to determine the program's impact on student outcomes [ESEA section 1431. [20 U S C 6456]]

Title II, Part A: Supporting Effective Instruction

Assurance 1 The LEA assures they will comply with section 8501 (regarding participation by private school children and teachers) [ESEA section 2102(b)(2)(E)]

Assurance 2: The LEA assures they will coordinate professional development activities authorized under this part with professional development activities provided through other Federal, State, and local programs [ESEA section 2102(b)(2)(F)]

Title III, Part A: English Language Acquisition, Language Enhancement and Academic Achievement

Assurance 1 The LEA assures that it will be in compliance with section 1112(e) – Parents Rights-to-know, prior to, and throughout, each school year as of the date of application [ESEA section 3116(b)(4)(A)]

Assurance 2: The LEA assures that it is not in violation of any State law, including State constitutional law, regarding the education of English learners, consistent with Sections 3125 and 3126 [ESEA section 3116(b)(4)(B)]

Assurance 3 The LEA assures that each school with English learner (EL) students receives funds from non-Federal sources to fulfill the LEA's obligations under Title IV of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act, before using Title III, Part A funds for languages services to EL students [ESEA section 3115(g)]

Assurance 4 The LEA assures that, if applicable, it will coordinate activities and share relevant data under its plan with local Head Start and Early Head Start agencies, including migrant and seasonal Head Start agencies, and other early childhood education providers [ESEA section 3116(b)(4)(D)]

Assurance 5 The LEA consults with officials of private schools in a timely and meaningful manner to make available equitable Title III, Part A services to eligible English learners and immigrant children attending private schools located within the LEA's geographical boundaries [ESEA section 8501]

Title IV, Part A: Student Support and Academic Enrichment

Assurance 1 The LEA assures that it will prioritize the distribution of funds to schools served by the local educational agency, or consortium of such agencies, that—are among the schools with the greatest needs, as determined by such local educational agency, or consortium, have the highest percentages or numbers of children counted under section 1124(c),

Assurance 2: The LEA assures that it will comply with section 8501 regarding equitable participation by private school children and teachers [ESEA section 4106(e)(2)(B)]

Assurance 3 With the exception of LEAs outlined in special rule ESEA 4106(f), the LEA assures that it will use not less than 20 percent of funds received under this subpart to support one or more of the activities authorized under section 4107 [ESEA section 4106(e)(2)(C)]

Assurance 4 With the exception of LEAs outlined in special rule ESEA 4106(f), the LEA assures that it will use not less than 20 percent of funds received under this subpart to support one or more activities authorized under section 4108 [ESEA section 4106(e)(2)(D)]

Assurance 5. With the exception of LEAs outlined in special rule ESEA 4106(f), the LEA assures that it will use a portion of funds received under this subpart to support one or more activities authorized under section 4109(a), including an assurance that the local educational agency, or consortium of local educational agencies, will comply with section 4109(b) [ESEA section 4106(e)(2)(E)]

Assurance 6 The LEA assures that it will annually report to the State for inclusion in the report described in section 4104(a)(2) how funds are being used under this subpart to meet the requirements of subparagraphs (C) through (E) [ESEA section 4106(e)(2)(F)]

Title V, Part B, Subpart 2: Rural and Low-Income Schools

Assurance 1 The local educational agency (LEA) assures that its grant funds under Title V, Part B, subpart 2 will be used for any of the following activities authorized under the following ESEA Title programs Title I, Part A, Title II, Part A, Title III, Part A, Title IV, Part A, and parental involvement activities [ESEA section 5222(a)]

Assurance 2 The LEA assures that its grant funds under Subpart 2 will be used to supplement, and not supplant, any other Federal, State, or local education funds [ESEA section 5232]

Elementary and Secondary Education Act (ESEA) Federal Programs
Florida 2022-23 ESEA Federal Program Applications

Project Application (DOE 100A)

UEI Number *XKGXG94KMH65*

Manatee

Program Name Type an "X" in the green box below for the program(s) in which the LEA is applying for funds.		Project Number	TAPS Number	2022-23 Preliminary Allocation	Requested Allocation	Estimated Roll Forward	Total Funds Requested (Sum of Allocation and Estimated Roll)
	Title I, Part A		23A001	$12,986,966 00	$0.00	$0.00	$0.00
	Title I, Part C		23A020	$429,931 00	$0 00		$0 00
	Title I, Part D Subpart 2		23A009	$245,524 00	$0.00		$0 00
	Title II, Part A		23A011	$1,796,598 85	$0 00	$0.00	$0.00
	Title III, Part A		23A014	$1,173,321 37	$0 00	$0 00	$0.00
	Title IV, Part A		23A120	$1,004,190 25	$1,004 190 25	$0 00	$1,004,190 25
	Title V Part B, Subpart 2		23A007		$0.00		$0.00

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

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

Printed Name of Agency Head

Cynthia Saunders (Jun 27, 2022 11:12 EDT) *Signature of Agency Head*	Superintendent *Title*	06/27/2022 *Date*

Florida 2022-23 ESEA Federal Programs Preliminary Allocations*

**Each LEA knows the climate within their LEA and should only use these preliminary allocation amounts for planning purposes.*

Agency Number	Local Educational Agency	Title I, Part A	Title I, Part C	Title I, Part D, Subpart 2	Title II, Part A	Title III, Part A	Title IV, Part A	Title V, Part B, Subpart 2
010	Alachua	$8,097,548	$1,018,376	$286,024	$1,158,281	$178,147	$626,126	
020	Baker	$1,151,324			$238,133		$89,024	
030	Bay	$6,958,016		$141,746	$1,015,786	$219,572	$538,014	
040	Bradford	$1,270,874			$143,839		$98,268	$64,873
050	Brevard	$16,293,831		$169,589	$2,474,089	$572,561	$1,259,887	
060	Broward	$76,015,782	$107,438	$683,419	$9,094,844	$5,594,135	$5,877,763	
070	Calhoun	$708,292			$102,431		$54,767	$49,822
080	Charlotte	$3,728,534			$623,543	$88,296	$288,301	
090	Citrus	$4,181,347		$106,310	$639,725	$26,450	$323,314	
100	Clay	$4,693,987			$1,171,608	$194,484	$362,953	
110	Collier	$10,078,395	$4,378,984	$141,746	$1,831,183	$1,266,674	$779,291	
120	Columbia	$3,227,801			$467,907	$22,366	$249,583	$228,329
140	DeSoto	$2,078,308	$590,115		$248,369	$81,489	$160,701	$111,298
150	Dixie	$860,940			$118,711		$66,570	$48,867
160	Duval	$42,598,847		$420,176	$5,271,177	$1,520,281	$3,293,868	
170	Escambia	$15,026,943		$230,338	$1,705,301	$152,864	$1,161,927	
685	FAMU Developmental Research School	$258,051			$34,117		$19,953	
687	FAU A. D Henderson School	$460,312			$74,387	$14,003	$35,593	
180	Flagler	$2,811,734			$468,251	$83,823	$217,412	
708	Florida Department of Corrections							
557	Florida School for the Deaf and Blind	$129,330			$21,411		$10,000	
48C	Florida Virtual School	$1,214,715			$285,323	$29,173	$93,925	
190	Franklin	$603,578			$64,713		$46,670	$28,428
371	FSU Developmental Research School	$284,331			$54,073		$21,985	
200	Gadsden	$4,383,780			$275,869	$59,318	$338,967	$117,960
210	Gilchrist	$679,693			$124,725	$19,837	$52,556	
220	Glades	$423,466	$117,898		$76,768	$14,197	$32,744	$44,063
230	Gulf	$530,819			$79,555		$41,044	$40,612
240	Hamilton	$1,060,391		$151,870	$85,453	$40,258	$81,993	$36,073
250	Hardee	$2,422,936	$658,259		$273,973	$62,624	$187,349	$118,172
260	Hendry	$2,983,176	$951,104		$598,727	$199,929	$230,668	$313,667
270	Hernando	$5,867,060			$1,133,176	$107,744	$453,658	
280	Highlands	$6,690,317	$845,166		$655,508	$95,881	$517,315	$286,778
290	Hillsborough	$64,810,554	$2,705,089	$761,885	$8,217,827	$3,995,088	$5,011,342	
300	Homes	$983,735			$143,701		$76,065	$71,801
99H	IDEA	$314,577			$64,242	$18,670	$24,324	
310	Indian River	$3,946,676	$7,964		$546,683	$175,813	$305,169	
320	Jackson	$2,579,259		$55,686	$299,360	$16,531	$199,436	$137,496
330	Jefferson	$536,981			$40,614	$12,058	$41,521	$14,493
98Z	KIPP Miami	$424,305			$36,075		$32,809	
340	Lafayette	$349,574	$7,478		$58,249		$27,030	$26,491
350	Lake	$11,684,697	$35,201	$35,437	$1,758,222	$351,821	$903,495	
53D	Lake Wales	$1,695,778	$34,135		$199,873	$65,541	$131,123	
360	Lee	$24,900,062	$541,205	$184,776	$4,043,453	$2,753,698	$1,925,346	
370	Leon	$9,272,600		$139,215	$1,166,740	$177,564	$716,985	
380	Levy	$1,831,580			$294,669	$35,980	$141,623	$127,542
390	Liberty	$334,324		$116,434	$54,297		$25,851	$28,455
400	Madison	$1,339,183	$19,934	$37,968	$107,914		$103,550	$56,485
410	Manatee	$12,986,966	$429,931	$245,524	$1,796,599	$1,173,321	$1,004,190	
420	Marion	$16,733,158	$68,553	$379,677	$1,843,452	$443,618	$1,293,857	
430	Martin	$3,289,677	$17,211		$577,351	$452,564	$254,367	
130	Miami-Dade	$138,308,358	$1,777,550	$296,148	$14,500,097	$11,269,757	$10,694,407	
440	Monroe	$1,685,459			$238,286	$205,181	$130,325	
450	Nassau	$1,610,679			$342,523	$43,175	$124,542	
460	Okaloosa	$6,818,472		$215,150	$820,576	$289,781	$527,224	
470	Okeechobee	$2,437,159	$553,643	$91,122	$322,165	$114,357	$188,448	$144,716
480	Orange	$71,784,511	$305,604	$493,580	$7,753,865	$5,374,757	$5,550,589	
490	Osceola	$17,932,544		$111,372	$2,962,113	$2,370,564	$1,386,597	
500	Palm Beach	$50,715,863	$3,093,488	$326,522	$7,374,500	$5,626,808	$3,921,499	
510	Pasco	$17,025,126	$89,867	$129,090	$2,429,924	$760,043	$1,316,433	
520	Pinellas	$25,192,875		$498,643	$3,604,971	$1,178,378	$1,947,987	
530	Polk	$35,942,109	$1,437,492	$291,086	$4,694,473	$2,003,768	$2,779,149	
540	Putnam	$5,711,653	$149,764		$547,876	$130,304	$441,642	$234,699
570	Santa Rosa	$4,192,763			$739,310	$49,204	$324,197	
580	Sarasota	$8,387,403			$1,236,295	$497,101	$648,539	
590	Seminole	$11,642,404		$144,278	$2,119,132	$632,267	$900,225	
50D	South Tech	$528,800			$88,650	$19,643	$40,888	
550	St. Johns	$2,921,982		$174,652	$761,299	$86,545	$225,936	
560	St. Lucie	$10,903,603	$185,471	$410,051	$1,659,054	$892,876	$843,099	
600	Sumter	$2,006,726			$335,025	$48,815	$155,166	
610	Suwannee	$2,156,207	$256,994		$291,843	$58,929	$166,724	$136,116
620	Taylor	$1,175,054			$147,829		$90,859	$59,166
015	UF, PK Yonge Devm't Research School	$139,218			$29,928		$10,765	
630	Union	$469,273			$102,881		$36,286	
48K	United Cerebral Palsy of Central Florida, Inc	$353,356			$36,148	$12,252	$27,323	
640	Volusia	$18,969,867	$71,953	$339,178	$2,476,542	$705,199	$1,466,806	
650	Wakulla	$814,144			$193,103		$62,952	
660	Walton	$2,489,338		$70,874	$320,648	$132,055	$192,483	
670	Washington	$1,329,375	$509,643		$167,251		$102,791	$76,791
	Total	**$829,432,465**	**$20,965,510**	**$7,879,566**	**$108,156,583**	**$52,818,131**	**$64,134,148**	**$2,603,192**

Student Support and Academic Enrichment Grants

To improve students' academic achievement by increasing school LEA capacity to provide all students with access to a well-rounded education, improve school conditions for student learning; and increase the use of technology to enhance the academic achievement and digital literacy of all students.

Preliminary Allocation	$1,004,190.25
Requested Allocation Amount	$1,004,190.25
Estimated Roll Forward	$0.00
Total Funds Requested (including Roll Forward) (sum of allocation and estimated roll)	$1,004,190.25

LEAs receiving $30,000 or More: MUST focus on three Areas of Focus (Well-Rounded Educational Opportunities, Safe and Healthy Conditions, and Effective Use of Technology)
LEAs receiving less than $30,000: Only required to focus on one of the Areas of Focus (Well-Rounded Educational Opportunities, Safe and Healthy Conditions, and Effective Use of Technology)

Area of Focus 1	Well-Rounded Educational Opportunities
Area of Focus 2	Safe and Healthy Conditions
Area of Focus 3	Effective Use of Technology
Area of Focus 4	Administrative Costs which includes indirect costs (Direct grant administration not to exceed 2% of Allocation)

Title IV, Part A Base Preliminary Allocation Calculation

Number of Students (ages 5-17)	
A1. LEA Total (including Roll Forward) Enrollment	50034
A2. Participating Private Schools Total Enrollment	215
A3. Total Enrollment A1 + A2	50249
Title IV, Part A Base Preliminary Allocation	
B1. Total LEA Base Preliminary Allocation	$1,004,190.25
B2. Administrative Costs (AOF 4 total (direct costs not exceeding 2% indirect costs roll forward funds))	$59,768.47
B3. LEA Base Preliminary Allocation Minus Admin Costs B1 B2	$944,421.78
Per Pupil Rate	
C1. B3 divided by A3	$18.79
Equitable Services	
Amount LEA must reserve for equitable services for private schools A2 x C1	$4,040.89

Area of Focus #1 Well-Rounded Educational Opportunities

A. Describe how the program objectives and intended outcomes for activities under this Area of Focus, if applicable.

1.1We will purchase Ukrainian fictional texts. As a result of recent international events this Ukraine, SDMC is anticipating an increase enrollment of Ukrainian students. We utilized the impact of recent international events in Afghanistan as an index for some of the needs Ukrainian students and families will have. SDMC has a broad plan and process to welcome any new Ukrainian families to our school district that also includes Title II and Title IX. These dictionaries will help students academically, with the goal that Ukrainian students will pass at least 90% of all courses taken during the 22-23 School Year

1.2No Red Ink Available for all 11 and 12 grade students to support striving readers in achieving required scores for graduation an effort to increase our graduation rate, we seek to assist our struggling readers Our grad rate last year was 84% Many of our students not meeting high school graduation requirements show deficits reading instruction. According to a case study conducted of Wylie Independent School District (https://www.nored ink.com/about/case studies/wylie), No Red Ink showed promising results with improved performance on EOC's for ELA, noted improvements for ELL, economically disadvantaged, and ESE student populations. Additionally, Common Sense Education.org (https://www.commonsense.org/education/website/nored ink) reviewed this program with an 4-star overall rating. No Red Ink will be utilized in all Intensive Reading classrooms to improve language and editing, equipping students with the skills needed to better communicate through writing and recognize authors' arguments when reading grade level texts. No Red Ink will aid in closing gaps in learning. Students will focus on using this resource in Intensive Reading courses, but all students grades 11 and 12 will have access, allowing ELA teachers to focus on supports in their classrooms to meet the varying needs of all learners. Our District Reading Specialists (Teachers on Assignment) will visit all high schools to support high school classroom teachers in gaining access to and learning how to use No Red Ink during the first few days back for staff (prior to the first day of school). Once school begins, students will spend 30-45 minutes per week on standards based activities designed to promote literacy acquisition. We will monitor effectiveness of this initiative through State and District Assessments during the course of the school year, and assess effectiveness through an improved student graduation rate.

B. Describe how the LEA will periodically evaluate the effectiveness of the activities carried out under this Area of Focus based on objectives and outcomes, if applicable.

☐ No Title IV Part A funds will be used to address this Area of Focus. If this box is checked then the LEA does not need to complete the next question or the budget section for this Area of Focus.

C. Describe the funded activities that will be implemented to address Area of Focus 1.

Activity 1	1.1 Ukranian Dictionaries We will purchase Ukrainian dictionaries. As a result of recent international events in the Ukraine, SDMC is anticipating an increase in enrollment of Ukrainian students. We utilized the impact of recent international events in Afghanistan as an index for some of the needs Ukrainian students and families will have. SDMC has a broad plan and process to welcome any new Ukrainian families to our school district that also includes Title II and Title IX.
Activity 2	1.2 No Red Ink Available for all 11 and 12 grade students Students will focus on using this resource in Intensive Reading courses, but all students in grades 11 and 12 will have access, allowing ELA teachers to focus on supports in their classrooms to meet the varying needs of all learners. Our District Reading Specialists (Teachers on Assignment) will visit all high schools to support high school classroom teachers in gaining access to and learning how to use No Red Ink during the first few days back for staff (prior to the first day of school). Once school begins, students will spend 30-45 minutes per week on standards based activities designed to promote literacy acquisition We will monitor effectiveness of this initiative through State and District Assessments during the course of the school year and assess effectiveness through an improved student graduation rate.
Activity 3	1.3 Document Based Questions (DBQ) Project During the ELA Acceleration course in grade 3-5, teachers will use Document Based Questions (DBQ) Project. implementation components paid for outside this grant include teachers initial 6 hour in-person training on the DBQ project from the vendor This training will be offered in July and again during District Wide Training in August. In addition, the vendor will provide ongoing support and training across the year with virtual check-in sessions after school A follow-up in-person session will be provided for a more in-depth look at the writing component. Self-paced PD is available for teachers as well. Effectiveness of implementation will be measured and monitored through District iReady Diagnostic Assessments conducted two to three times throughout the school year
Activity 4	1.4 FEV Tutor FEV Tutor will be contracted for Live 1:1 Online tutoring for SDMC students in Grades 3-12. SDMC will begin with a bank of approximately 370 hours worth of tutoring. The 22-23 school year will be considered a pilot program. Students will be identified during each Quarter of the school year and offered access to tutoring services through FEV Tutor When students are identified for FEV Tutor assistance, FEV Tutor will analyze existing student data and then create a personalized learning plan for each student. The Title IV Coordinator (or designee) will establish communication with FEV Tutor and SDMC staff to ensure effective program outcomes. The effectiveness of this program will be measured in two ways. First, by the number of hours used. The 22-23 school year will be used to establish a baseline for this initiative. The second measure will be by the percentage of students who had an improved academic outcome after utilizing FEV Tutor during the school year with a goal of 75% or more students experiencing improved academic outcomes.
Activity 5	1.5 First In Math First In Math will provide 'Train-the-Trainer for a math leader and administration at each elementary school site at no charge. Training of math leaders and administrators will occur at the beginning of the school year implementation at each school site will follow soon after The effectiveness of First In Math will be measured by comparing the growth of elementary aged students in math through the Ready Assessments during the 22-23.
Activity 6	1.6 Charter Schools
Activity 7	1.7 Private Schools
Activity 8	
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List the detailed activities that will be implemented to address this Area of Focus.

5100	610	AOF 1	1	Basic (FEFP K-12)-Library Books		$4,225.00	LEA
5100	369	AOF 1	2			$54,800.00	LEA
5100	310	AOF 1	4	Basic (FEFP K-12)-Professional and Technical Services		$10,000.00	LEA

5100	369	AOF 1	5			$144,650.00	LEA
5100	590	AOF 1	3	Basic (FEFP K-12)-Other Materials and Supplies		$37,125.00	LEA
5100	369	AOF 1	3			$14,850.00	LEA
5100	510	AOF 1	7	Basic (FEFP K-12)-Supplies		$4,039.85	Private
5100	394	AOF 1	6			$29,943.85	LEA
5100	394	AOF 1	6			$20,537.47	LEA
5100	394	AOF 1	6			$5,927.22	LEA
5100	394	AOF 1	6			$5,395.77	LEA
5100	394	AOF 1	6			$9,131.94	LEA
5100	394	AOF 1	6			$14,468.26	LEA
5100	642	AOF 1	6	Basic (FEFP K-12)-Noncapitalized Furniture, Fixtures, and Equipment		$2,705.80	LEA

LEA Total (Including Roll Forward)	$353,760.31
Private Total (Including Roll Forward)	$4,039.85
Area of Focus 1 Total (Not Including Roll Forward)	$357,800.16
Estimated Roll Forward Total	$0.00
Total Funds Requested (Including Roll Forward)	$357,800.16

A. Describe how the program objectives and intended outcomes for activities under this Area of Focus, if applicable.

2.1 SBHC Providing At-Risk Teens physical and mental health access through a School Based Health Center (SBHC) with MCR Health

The School Based Health Center (SBHC) is a multi-year project that has resulted as a collaboration between the School District of Manatee County and MCR Health, a Federally Qualified Health Center (FQHC). This SBHC was the first of its kind in Manatee County. The MOU signed between both parties in the spring of 2019 accelerated the opening by identifying Southeast High School due to its Title I status and survey results from students, parents and school staff. After renovating two portables, one designated for clinical services and other designated for behavioral health services the School Based Health Center at Southeast High School's Grand Opening has held on February 10, 2020. After the steady growth and success of the School Based Health Center at Southeast High School in the 2022-2023 school year we plan to expand services beyond the students of Southeast High School, to also include all identified Project Heart students in the School District of Manatee County.

This Title IV, Part A funding is essential to funding the positions of personnel critical to making the SBHC work. These positions include:

B. Describe how the LEA will periodically evaluate the effectiveness of the activities carried out under this Area of Focus based on objectives and outcomes, if applicable.

☐ No Title IV Part A funds will be used to address this Area of Focus. If this box is checked then the LEA does not need to complete the next question or the budget section for this Area of Focus.

C. Describe the funded activities that will be implemented to address Area of Focus 2.

Activity 1	2.1 SBHC Providing At-Risk Teens physical and mental health access through a School Based Health Center (SBHC) with MCR Health The future success of this initiative will continue to be measured by the number of visits, as this measure can quantifiably demonstrate the need/demand for services. This Title IV, Part A funding is essential to funding the positions of personnel critical to making the SBHC work. These positions include 1.BDMC Social Worker Students are referred for behavioral health services through the school clinic, school counselors or the discipline office. Staff complete a referral form and submit to the Southeast High School SBHC Social Worker. The SEHS SBHC Social Worker will meet with the student/guardian and discuss student's needs. If additional support services are needed outside the scope of the SEHS SBHC SW, then the student will be referred to the MCR Health SBHC Social Worker 2.BDMC Clerical Will assist the SBHC staff with the collection of data, creating/maintaining Excel spreadsheets and PowerPoint presentations, accessing necessary student data, and other office duties. In addition, this position will assist with the implementation of the activities associated with the SBHC including communicating with partners and medical providers, family engagement activities, patient outreach and community outreach. MCR Health will fund all other medical personnel, which includes an MCR Social Worker an MCR Health nurse/medical assistant, an MCR Health Pediatric Nurse Practioner
Activity 2	2.2 Welcoming Schools Inclusion Training The Title IV grant funds will be used to purchase Professional Development during our District-wide training days. Training will be provided to one pilot school Sugg Middle School. In addition this training will be available to any district-wide staff member who chooses to attend, which includes teachers, Liaisons, School Psychologists/School Social Workers, School Counselors, Deans, Principals, and Student Support Staff. The effectiveness of this initiative will be measured by a decrease of 10% or greater at Sugg Middle School for each of the following referral types, during the 22-23 school year as compared to the 21-22 school year: 1.Disrespectful Behavior 2.Defiant Behavior 3.Total # of Referrals
Activity 3	2.3 CHAMPS 'Project Spark, District-wide behavior framework implementation SDMC will provide all staff with needed training, resources, and support to make this initiative successful. First, SDMC has identified two different vendors #1 Heart & Science, LLC and vendor #2 The Operant Teacher LLC) who will be contracted to deliver Train-the-Trainer Workshops to more than 150 Deans and Student Support Specialist prior to the start of the school year Each workshop is 6 hours long/$3000 and will have 50 or more attendants. Following that, both vendors will each be contracted so that each vendor will provide 12 more hours of training/workshops to help support newly trained Trainers (150+ in all) and to help train staff hired after the start of the school year Deans and Student Support Specialists will need this continued support and training during the 22-23 school year as they will be responsible for the effectiveness of training and coaching teachers and staff at their respective schools. Moreover as a part of professional development for this initiative, all participants will also be provided the most appropriate title of one of the following books: 1. CHAMPS, 2. Coaching Classroom Management, and 3. Discipline in the Secondary Classroom. Effectiveness of this initiative will be measured by comparing the 21-22 Discipline Data to 22-23 Discipline Data, with at least a 10% decrease in total referrals.
Activity 4	2.4 Charter Schools
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List the detailed activities that will be implemented to address this Area of Focus.

Function	Object	Fund Code	Activity	Activity Description	Math Factor	Total Cost	Cost Center (Optional for FTE Reporting)
6110	370	AOF 2	1	Attendance and Social Work-Communications		$750.00	LEA
6110	390	AOF 2	1	Attendance and Social Work-Other Purchased Services		$1,250.00	LEA
6110	510	AOF 2	1	Attendance and Social Work-Supplies		$500.00	LEA
6130	150	AOF 2	1	Health Services-Paraprofessional	1.00	$28,150.24	LEA
6130	210	AOF 2	1	Health Services-Retirement		$3,352.69	LEA
6130	220	AOF 2	1	Health Services-Federal Insurance Contributions Act (FICA)		$2,153.49	LEA
6130	230	AOF 2	1	Health Services-Group Insurance		$7,178.31	LEA
6130	230	AOF 2	1	Health Services-Group Insurance		$61.93	LEA
6130	240	AOF 2	1	Health Services-Workers' Compensation		$281.50	LEA
6130	330	AOF 2	1	Health Services-Travel		$250.00	LEA
6130	370	AOF 2	1	Health Services-Communications		$750.00	LEA
6130	390	AOF 2	1	Health Services-Other Purchased Services		$1,250.00	LEA
6130	510	AOF 2	1	Health Services-Supplies		$500.00	LEA
6400	310	AOF 2	2	Instructional Staff Training Services-Professional and Technical Services		$6,000.00	LEA
6400	510	AOF 2	2	Instructional Staff Training Services-Supplies		$1,000.00	LEA
6400	510	AOF 2	2	Instructional Staff Training Services-Supplies		$1,000.00	LEA
6400	310	AOF 2	3	310-Professional and Technical Services		$18,000.00	LEA
5100	590	AOF 2	3	Basic (FEFP K-12)-Other Materials and Supplies		$239,200.39	LEA
6400	120	AOF 2	3	Instructional Staff Training Services-Classroom Teacher	0.96	$55,418.95	LEA
6400	210	AOF 2	3	Instructional Staff Training Services-Retirement		$6,600.40	LEA
6400	220	AOF 2	3	Instructional Staff Training Services-Federal Insurance Contributions Act (FICA)		$4,239.55	LEA
6400	240	AOF 2	3	Instructional Staff Training Services-Workers' Compensation		$554.19	LEA
5100	394	AOF 2	4			$800.00	LEA
6400	394	AOF 2	4			$3,686.57	LEA
6140	394	AOF 2	4			$7,658.16	LEA
6400	394	AOF 2	4			$4,630.50	LEA
6120	394	AOF 2	4			$12,081.97	LEA
5100	394	AOF 2	4			$1,425.00	LEA
6110	130	AOF 2	1	Attendance and Social Work-Other Certified	1.00	$62,705.37	LEA
6110	210	AOF 2	1	Attendance and Social Work-Retirement		$7,468.21	LEA
6110	220	AOF 2	1	Attendance and Social Work-Federal Insurance Contributions Act (FICA)		$4,796.97	LEA
6110	230	AOF 2	1	Attendance and Social Work-Group Insurance		$10,032.86	LEA
6110	230	AOF 2	1	Attendance and Social Work-Group Insurance		$137.95	LEA
6110	240	AOF 2	1	Attendance and Social Work-Workers' Compensation		$627.06	LEA
6110	330	AOF 2	1	Attendance and Social Work-Travel		$250.00	LEA
6110	130	AOF 2	1	Attendance and Social Work-Other Certified	0.15	$2,805.44	LEA
6110	210	AOF 2	1	Attendance and Social Work-Retirement		$334.13	LEA
6110	220	AOF 2	1	Attendance and Social Work-Federal Insurance Contributions Act (FICA)		$214.62	LEA
6110	240	AOF 2	1	Attendance and Social Work-Workers' Compensation		$28.05	LEA

LEA Total (Including Roll Forward)	$497,924.52
Private Total (Including Roll Forward)	$0.00
Area of Focus 2 Total (Not Including Roll Forward)	$497,924.52
Estimated Roll Forward Total	$0.00
Total Funds Requested (Including Roll Forward)	$497,924.52

A. Describe how the program objectives and intended outcomes for activities under this Area of Focus, if applicable.

3.1. The implementation of an Information Services Coordinator is a multi-year initiative that will assist teachers with the effective implementation of hardware, software, training, and support. This may include supporting the use of technology to deliver CORE instruction and during summer and/or extended school day activities. The technology support translates to teachers providing high quality lessons to students to increase student achievement on the FSA and formative assessments referred to in the needs assessment.

The Information Systems Coordinator will also deliver training to students as needed throughout the school district, with an emphasis on high-need schools. The Coordinator will also provide students hardware and software support to increase academic achievement. The concentration of support at high need schools will increase the effectiveness of technology use for learning. This district serves more than 50,000 K-12 students. These students will be impacted as teachers increase their capacity to successfully and meaningfully integrate technology to improve academic achievement.

During the two years the Information Services Coordinator has been a part of the following initiatives that SDMC wants to continue:
•training to teachers on instructional synchronization between Samsung tablets and Samsung displays along with Promethean Panels installed in classrooms.

B. Describe how the LEA will periodically evaluate the effectiveness of the activities carried out under this Area of Focus based on objectives and outcomes, if applicable.

☐ No Title IV, Part A funds will be used to address this Area of Focus. If this box is checked then the LEA does not need to complete the next question or the budget section for this Area of Focus.

C. Describe the funded activities that will be implemented to address Area of Focus 3.

Activity 1	3.1 The Implementation of an Information Services Coordinator
Activity 2	3.2 Manatee School of the Arts Tech/Television
Activity 3	
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Activity 25	

List the detailed activities that will be implemented to address this Area of Focus.

7500	160	AOF 3	1	Fiscal Services-Other Support Personnel	1.00	$60,560.07	LEA
7500	210	AOF 3	1	Fiscal Services-Retirement		$7,212.70	LEA
7500	220	AOF 3	1	Fiscal Services-Federal Insurance Contributions Act (FICA)		$4,632.85	LEA
7500	230	AOF 3	1	Fiscal Services-Group Insurance		$11,203.61	LEA
7500	230	AOF 3	1	Fiscal Services-Group Insurance		$133.23	LEA
7500	240	AOF 3	1	Fiscal Services-Workers' Compensation		$609.60	LEA
5100	649	AOF 3	2			$3,360.00	LEA
6500	330	AOF 3	1	Instructional-Related Technology-Travel		$750.00	LEA
6500	390	AOF 3	1	Instructional-Related Technology-Other Purchased Services		$50.00	LEA
6500	510	AOF 3	1	Instructional-Related Technology-Supplies		$350.00	LEA
6500	519	AOF 3	1	Instructional-Related Technology-Technology Related Supplies		$350.00	LEA

LEA Total (Including Roll Forward)	$89,208.07
Private Total (Including Roll Forward)	$0.00
Area of Focus 3 Total (Not Including Roll Forward)	$89,208.07
Estimated Roll Forward Total	$0.00
Total Funds Requested (Including Roll Forward)	$89,208.07

A. Describe the funded activities that will be implemented to address Area of Focus 4.
Direct administrative costs are not to exceed 2 percent of the total allocation. Indirect administrative costs may not exceed the restricted rate defined by the FDOE Comptroller's Office.
LEAs may claim both direct administrative cost and restricted indirect costs.

Activity 1	Indirect Costs
Activity 2	Administrator Title IV Part A Grant Coordinator will help facilitate planning, organizing, developing, and guidance for the use of Title IV grant funds, including grant writing and amendment writing. Also the Coordinator will gather necessary documentation of program initiative implementation and monitoring/evaluation.
Activity 3	
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Activity 25	

List the detailed activities that will be implemented to address this Area of Focus.

7200	790	AOF 4	1	General Administration (Superintendent's Office)-Miscellaneous		$39,567.51
6300	110	AOF 4	2	Instruction and Curriculum Development Services-Administrator	0.15	$14,690.74
6300	210	AOF 4	2	Instruction and Curriculum Development Services-Retirement		$1,749.67
6300	220	AOF 4	2	Instruction and Curriculum Development Services-Federal Insurance Contributions Act (FICA)		$1,123.84
6300	230	AOF 4	2	Instruction and Curriculum Development Services-Group Insurance		$1,946.52
6300	230	AOF 4	2	Instruction and Curriculum Development Services-Group Insurance		$32.32
6300	240	AOF 4	2	Instruction and Curriculum Development Services-Workers' Compensation		$146.91

Title IV, Part A Summary Budget
DOE 101

Manatee		22A120
Name of LEA	Project Number	TAPS Number
	Requested Allocation Amount	$1,004,190.25
	Estimated Roll Forward	
	Total Funds Requested (sum of allocation and estimated roll)	$1,004,190.25

Function	Object	Area of Focus	Activity Number	Activity Description	FTE (If applicable)	Amount
5100	610	AOF 1	1	Basic (FEFP K-12)-Library Books		$4,225 00
5100	369	AOF 1	2			$54,800 00
5100	310	AOF 1	4	Basic (FEFP K-12)-Professional and Technical Services		$10,000.00
5100	369	AOF 1	5			$144,650.00
5100	590	AOF 1	3	Basic (FEFP K-12)-Other Materials and Supplies		$37,125.00
5100	369	AOF 1	3			$14,850 00
5100	510	AOF 1	7	Basic (FEFP K-12)-Supplies		$4,039 85
5100	394	AOF 1	6			$29,943.85
5100	394	AOF 1	6			$20,537.47
5100	394	AOF 1	6			$5,927 22
5100	394	AOF 1	6			$5,395.77
5100	394	AOF 1	6			$9,131.94
5100	394	AOF 1	6			$14,468.26
5100	642	AOF 1	6	Basic (FEFP K-12)- Noncapitalized Furniture, Fixtures, and Equipment		$2,705 80

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				-		
				-		
					#REF!	#REF!
6110	370	AOF 2	1	Attendance and Social Work-Communications		$750 00
6110	390	AOF 2	1	Attendance and Social Work-Other Purchased Services		$1,250 00
6110	510	AOF 2	1	Attendance and Social Work-Supplies		$500 00
6130	150	AOF 2	1	Health Services-Paraprofessional	1	$28,150 24
6130	210	AOF 2	1	Health Services-Retirement		$3,352 69
6130	220	AOF 2	1	Health Services-Federal Insurance Contributions Act (FICA)		$2,153.49
6130	230	AOF 2	1	Health Services Group Insurance		$7,178 31
6130	230	AOF 2	1	Health Services-Group Insurance		$61 93
6130	240	AOF 2	1	Health Services-Workers' Compensation		$281.50
6130	330	AOF 2	1	Health Services-Travel		$250 00
6130	370	AOF 2	1	Health Services-Communications		$750 00

6130	390	AOF 2	1	Health Services-Other Purchased Services		$1,250 00
6130	510	AOF 2	1	Health Services-Supplies		$500 00
6400	310	AOF 2	2	Instructional Staff Training Services-Professional and Technical Services		$6,000.00
6400	510	AOF 2	2	Instructional Staff Training Services-Supplies		$1,000 00
6400	510	AOF 2	2	Instructional Staff Training Services-Supplies		$1,000 00
6400	310	AOF 2	3	310 Professional and Technical Services		$18,000 00
5100	590	AOF 2	3	Basic (FEFP K-12)-Other Materials and Supplies		$239,200 39
6400	120	AOF 2	3	Instructional Staff Training Services-Classroom Teacher	0 96	$55,418 95
6400	210	AOF 2	3	Instructional Staff Training Services-Retirement		$6,600.40
6400	220	AOF 2	3	Instructional Staff Training Services-Federal Insurance Contributions Act (FICA)		$4,239 55
6400	240	AOF 2	3	Instructional Staff Training Services-Workers' Compensation		$554 19
5100	394	AOF 2	4			$800 00
6400	394	AOF 2	4			$3,486.57
6140	394	AOF 2	4			$7,658 16
6400	394	AOF 2	4			$4,630 50
6120	394	AOF 2	4			$12,081 97
5100	394	AOF 2	4			$1,425.00
6110	130	AOF 2	1	Attendance and Social Work-Other Certified	1	$62,705.37
6110	210	AOF 2	1	Attendance and Social Work-Retirement		$7,468 21
6110	220	AOF 2	1	Attendance and Social Work-Federal Insurance Contributions Act (FICA)		$4,796 97
6110	230	AOF 2	1	Attendance and Social Work-Group Insurance		$10,032 86
6110	230	AOF 2	1	Attendance and Social Work-Group Insurance		$137 95
6110	240	AOF 2	1	Attendance and Social Work-Workers' Compensation		$627 06
6110	330	AOF 2	1	Attendance and Social Work-Travel		$250 00
6110	130	AOF 2	1	Attendance and Social Work-Other Certified	0 15	$2,805 44
6110	210	AOF 2	1	Attendance and Social Work-Retirement		$334.13
6110	220	AOF 2	1	Attendance and Social Work-Federal Insurance Contributions Act (FICA)		$214.62
6110	240	AOF 2	1	Attendance and Social Work-Workers' Compensation		$28 05
					#REF!	
7500	160	AOF 3	1	Fiscal Services-Other Support Personnel	1	$60,560 07

7500	210	AOF 3	1	Fiscal Services-Retirement		$7,212 70
7500	220	AOF 3	1	Fiscal Services-Federal Insurance Contributions Act (FICA)		$4,632.85
7500	230	AOF 3	1	Fiscal Services-Group Insurance		$11,203.61
7500	230	AOF 3	1	Fiscal Services-Group Insurance		$133 23
7500	240	AOF 3	1	Fiscal Services-Workers' Compensation		$605 60
5100	649	AOF 3	2			$3,360 00
6500	330	AOF 3	1	Instructional-Related Technology-Travel		$750 00
6500	390	AOF 3	1	Instructional-Related Technology-Other Purchased Services		$50 00
6500	510	AOF 3	1	Instructional-Related Technology-Supplies		$350.00
6500	519	AOF 3	1	Instructional-Related Technology-Technology Related Supplies		$350 00

7200	790	AOF 4	1	General Administration (Superintendent's Office)-Miscellaneous		$39,567.51
6300	110	AOF 4	2	Instruction and Curriculum Development Services-Administrator	0 15	$14,690 74
6300	210	AOF 4	2	Instruction and Curriculum Development Services-Retirement		$1,749 67
6300	220	AOF 4	2	Instruction and Curriculum Development Services-Federal Insurance Contributions Act (FICA)		$1,123 84
6300	230	AOF 4	2	Instruction and Curriculum Development Services-Group Insurance		$1,946 52
6300	230	AOF 4	2	Instruction and Curriculum Development Services-Group Insurance		$32 32
6300	240	AOF 4	2	Instruction and Curriculum Development Services-Workers' Compensation		$146.91

AGENDA ITEM NO. 10.21

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Buffalo Creek Middle School - Classroom Wing and Media Addition - Agreement Between Owner and Skanska USA Building, Inc. - Amendment 3 - Guaranteed Maximum Price, in the Amount of $9,040,686.00 for a Total Guaranteed Maximum Price of $10,806,562.00

Executive Summary
The purpose of the requested action is to approve Amendment 3 to the Agreement between Owner and Skanska USA Building, Inc., which authorizes a Guaranteed Maximum Price (GMP) for the Buffalo Creek Middle School - Classroom Wing and Media Addition. The scope of work as documented in 100% CD drawings from Zyscovich, Inc. dated June 1, 2022 will include, but is not limited to, a two story masonry, brick, and stucco veneer building containing a media center and eight classrooms with the existing media center repurposed into three classroom labs and all improvements required for a functioning learning environment for grades six through eight.

Buffalo Creek Middle School Summary Sheet is attached for reference.

The project is not required to be included in the Educational Plant Survey.

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of Buffalo Creek Middle School - Classroom Wing and Media Addition - agreement between Owner and Skanska USA Building, Inc. - Amendment 3 - Guaranteed Maximum Price, in the amount of $9,040,686.00 for a total Guaranteed Maximum Price of $10,806,562.00.

Financial Impact
The amount of Amendment 3 is $9,040,686.00. The Guaranteed Maximum Price, including this Amendment 3 is $10,806,562.00, and is included in the total project budget requirement of $13,087,561.00. **This project is funded by Capital funds**.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Buffalo Creek MS Amendment 3 Final GMP
Buffalo Creek MS Summary Sheet

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN
OWNER & CONSTRUCTION MANAGER

Amendment #: 3 **Amendment Date:** _____

This form is to be used for any revision to the established Guaranteed Maximum Price.

Project Name: Buffalo Creek MS Classroom Wing & Media Addition
Construction Manager: Skanska USA Building, Inc.
Construction Manager Address: 400 N. Ashley Dr. Ste. 400
Tampa, Florida 33602

The work is as follows: The scope of work will include, but is not limited to, as documented in 100% CD drawings from Zyscovich, Inc. dated June 1, 2022. A two story masonry, brick, and stucco veneer building containing a media center and eight classrooms, the existing media center repurposed into three classroom labs and all improvements required for a functioning environment for grades six through eight.

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: July 2023

Amount of Amendment: $ 9,040,686.00
Previous Amount of GMP: $ 1,765,876.00
New Total Amount of GMP: $10,806,562.00

CONSTRUCTION MANAGER:

By: _____ By: _____

Name/Title: Daniel Abou-Jaoude Name/Title: _____

As Witnessed: Steve Masucci

Skanska USA Building, Inc.
(Name of Corporation)
(Corporate Seal)

Skanska USA Building Inc. CORPORATE SEAL DELAWARE

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

G.M.P. BUDGET SUMMARY

Project: **Buffalo Creek MS Classroom Addition/Renovatio** Date: 6/28/2022

Contractor: **Skanska USA Building**

ITEM	ITEM AMOUNT	TOTAL AMOUNT
General Requirements:		
Field Office	$24,975.00	
Waste Management	$74,400.00	
Conex Boxes	$2,400.00	
Temporary Labor	$52,000.00	
Final Cleaning	$10,774.00	
Temporary Chain Link Fencing	$18,350.00	
Temporary Construction	$45,200.00	
Scaffolidng	$8,000.00	
Small Tools	$15,000.00	
Lifts and Equipment	$46,110.00	
Equipment Fuel	$12,200.00	
As-Build CAD Documentation	$5,000.00	
Survey	$14,100.00	
Material Testing (Allowance)	$22,000.00	
Extended Hours Labor	$36,400.00	
Construction Expenses:		
02a - Detwatering (Allowance)	$35,200.00	
02a - Demolition	$36,750.00	
03a - Cast In Place Concrete	$427,200.00	
03 - Precast	$736,155.00	
04a - Masonry	$766,067.00	
05a - Steel	$168,384.00	
06a - Casework	$127,960.00	
07a - Waterproofing	$61,378.00	
07b - Roofing Systems	$296,737.00	
08a - Doors, Frames, Hardware	$111,806.00	
08c - Glass, Storefront, Windows	$377,320.00	
09a - Drywall	$688,538.00	
09b - Acoustical Ceilings	$90,070.00	
09e - Finish Flooring	$221,340.00	
09i - Painting	$136,328.00	
10a - Specialties	$57,300.00	
10b - Signage	$20,303.00	
10d - Canopies and Walkway Covers	$202,100.00	
12a - Window Treatments	$10,701.00	
14a - Elevators	$123,785.00	
21a - Fire Protection System	$107,350.00	
22a - Plumbing	$197,655.00	
23a - HVAC	$1,015,700.00	
26a - Electrical and Low Voltage Systems	$1,500,170.00	
31 - Sitework	$476,287.00	
31b - Sitework Turning Lane	$264,374.00	
32a - Landscape and Irrigation	$27,353.00	
32d - Fences and Gates	$192,355.00	
Addendum 1 (Allowance)	$50,000.00	
Sub Total		**$8,913,575.00**

General Conditions:		
General Conditions Labor	$745,796.00	
General Conditions Non-Labor	$71,740.00	
Subcontractor Default Insurance	$98,048.00	
Builders Risk Insurance	$108,066.00	
General Liability Insurance	$108,066.00	
Sub Total		**$ 1,131,716.00**
Overhead & Profit (Overall Project)		
Fee	$415,637.00	
Sub Total		**$ 415,637.00**
Pre-Construction Expenses		
Preconstruction	$35,000.00	
Sub Total		**$ 35,000.00**
Unforseseen Conditions:		
Escalation Contingency	$89,136.00	
Construction Contingency	$178,272.00	
Sub Total		**$267,408.00**
Bond:	$43,226.00	
Sub Total		**$43,226.00**
GMP TOTAL		**$10,806,562.00**

Buffalo Creek MS Classroom Wing and Media Addition

PROJECT DIRECTOR: Reginald L. Goff

ARCHITECT/ENGINEER:	Zyscovich, Inc.	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	Skanska USA Building, Inc.	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	Bureau Veritas North America, Inc.	Selected through the Request for Qualifications process
PROJECT BUDGET:	$12,000,000.00	(06/22/21) Original Project Budget
	$13,087,561.00	(06/14/22) Partial GMP

HISTORY: Buffalo Creek Middle School is located at 7320 69th St. E., Palmetto and was constructed in 2005 with approximately 1,151 total student stations adjacent to the Virgil Mills Elementary School.

SCOPE: Construction of a new eight (8) classroom wing addition, new media center, repurposing the existing media center to three (3) classroom labs and all the improvements required for this project completion on the existing site. A two story masonry, brick, and stucco veneer building containing a media center and eight classrooms, the existing media center repurposed into three classroom labs and all improvements required for a functioning environment for grades six through eight.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: Not Required

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0.00	May 11, 2021	Approved	Selection Process
Agreement:	$ 863,870.00	June 22, 2021	Approved	Architectural / Engineering Services
Phase I Plans:	$0.00	January 11, 2022	Approved	Schematic Design
Letter of Commitment:	$0.00	January 11, 2022	Approved	AE second Letter of Commitment
Phase II Plans:	$0.00	June 14, 2022	Approved	Design Development
Letter of Commitment:	$0.00	June 14, 2022	Approved	AE Third Letter of Commitment
TOTAL	**$863,870.00**			

CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0.00	May 11, 2021	Approved	Selection Process
Agreement:	$ 34,020.00	June 22, 2021	Approved	Pre-Construction Services
Letter of Commitment:	$0.00	January 11, 2022	Approved	CM second Letter of Commitment - Schematic Design
Amendment 1:	$ 332,761.00	April 12, 2022	Approved	Partial Guaranteed Maximum Price - Amendment 1
Amendment 2:	1,399,095.00	June 14, 2022	Approved	Partial Guaranteed Maximum Price - Amendment 2
Letter of Commitment:	$0.00	June 14, 2022	Approved	CM Third Letter of Commitment - Design Development
Amendment 3:	$9,040,686.00	July 26, 2022	Pending	Guaranteed Maximum Price - Amendment 3
TOTAL	**$10,806,562.00**			

BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:				
Agreement:	$ 58,268.00	June 14, 2022	Approved	Plans Review & Permitting Services
TOTAL				

OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
	$0.00			
TOTAL	$ -			

AGENDA ITEM NO. 10.22

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Oneco Elementary School Renovations - Agreement Between Owner and Zyscovich, LLC., in the Amount of $1,678,768.00

Executive Summary
The purpose of the requested action is to enter into an Agreement between Owner and Zyscovich, LLC., which will provide architectural and engineering services for renovations at Oneco Elementary School. The scope of work will include, but not be limited to, complete renovation of the existing facility, select demolition at existing structures, minor non-student station capacity buildings, replacing mechanical systems and associated piping, replacing plumbing systems and associated piping, building envelope improvements including window, door, and insulation systems, improve Technology infrastructure, improve Campus Safety/Security, replace Life Safety Systems including fire alarm, site improvements including stormwater and improve on-site traffic queuing.

Oneco Elementary School Renovations Summary Sheet is attached for reference.

This project was included in the Educational Plant Survey.

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of Oneco Elementary School Renovations - Agreement between Owner and Zyscovich, LLC., in the amount of $1,678,768.00.

Financial Impact
The fee for architectural and engineering services is $1,678,768.00 and is included in the total project budget requirement of $28,300,000.00. **This project is funded by Certificates of Participation Series 2021A Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Oneco ES Renovations Project Summary Sheet
Oneco ES Renovations AE Agreement

ONECO ELEMENTARY SCHOOL RENOVATION PROJECT

PROJECT DIRECTOR: Jeff Medwetz
PROJECT ASSISTANT: Tina Lundy

ARCHITECT/ENGINEER:	Zyscovich, LLC.	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	Charles Perry Partners, Inc.	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	TBD	
PROJECT BUDGET:	$28,300,000.00	07/26/2022 Original Project Budget

HISTORY: Oneco Elementary School was reconstructed and added to in 1994 (Buildings 1,2,3,4,6,8,9,10 and 11). In 1995, Building 5 was built. In 1998, modifications were made to the mechanical systems. In 2002, minor modifications were made to the storm water management systems. In 2016, the demolition of Building 5 was replaced by new metal portables for the projected enrollment. In 2018, renovations were made to the admininstration/reception office for improved campus entry.

SCOPE: The scope of work will include, but not be limited to: Complete Renovation of the existing facility, demolish of select structures, minor non-student station capacity buildings, replacing mechanical systems and associated piping, replace plumbing systems and associated piping, building envelope improvements including window, door, and insulation systems, improve Technology infrastructure, improve Campus Safety/Security, replace Life Safety Systems including fire alarm, site improvements including stormwater and improve on-site traffic queuing.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Yes

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 22, 2022	Approved	Selection Process
Agreement:	1,678,768.00	July 26, 2022	Pending	Architectural / Engineering Services
TOTAL	$1,678,768.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 22, 2022	Approved	Selection Process
Agreement:	72,800.00	July 26, 2022	Pending	Pre-Construction Services
TOTAL	$72,800.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	Date		
Agreement:	$0	Date		
Amend #1:	$0	Date		
TOTAL	$0.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Easements:	$0	Date		
Utility Connections:	$0	Date		
Utility Agreements:	$0	Date		
Interlocal Agrmts:	$0	Date		
TOTAL	$0.00			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES
AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER

SBMC CONTRACT NO: _____

PROJECT NAME AND LOCATION: Oneco Elementary School – Renovation
5214 22nd St Ct E
Bradenton, Florida 34203
Manatee County, Florida

PROJECT DESCRIPTION AND SCOPE OF WORK: The scope of work will include, but not be limited to a complete renovation of the existing facility, minor non-student station capacity buildings, demolish of select structures, building addition, replacing mechanical systems and associated piping, replace plumbing systems and associated piping, building envelope improvements including window, door, and insulation systems, improve Technology infrastructure, improve Campus Safety/Security, replace Life Safety Systems including fire alarm, site improvements including stormwater and improve on-site traffic queuing. . (hereinafter, the "**Scope of Work**") Exhibits A through F, further defining the Scope of Work, are attached hereto and incorporated herein by reference.

TOTAL PROJECT BUDGET: The Total Project Budget is **$28,300,000.00** and is comprised of the following:

1. Design Services	$ 1,777,550.00
2. Construction Services	$20,800,000.00
3. Owner Services	$ 5,149,450.00
4. FF&E and Technology	$ 573,000.00
TOTAL PROJECT BUDGET:	$28,300,000.00

START DATE (NOTICE TO PROCEED): TBD

SUBSTANTIAL COMPLETION: TBD

FINAL COMPLETION: TBD

ARCHITECT/ENGINEER ("**A/E**"): Zyscovich, LLC.
550 N. Reo Street, #300
Tampa, Florida 33609
Office: (813) 526-7760
Fax:
Email: aperez@zyscovich.com

CONSTRUCTION MANAGER ("**CM**"): Charles Perry Partners, Inc.
10150 Highland Manor Drive, #135
Tampa, Florida 33610
Office: (813) 979-9577
Fax:
Email: randy.fitkin@cppi.com

AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER

THIS AGREEMENT is made this 27th day of July in the year 2022 by and between the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA ("**Owner**") and **Zyscovich, LLC., 550 N. Reo Street, #300, Tampa, Florida 33609 Federal Tax ID Number 59-2754852, Architect License Number AR0007410,** authorized to do business in the State of Florida ("**A/E**"), for A/E to perform architectural, engineering and/or other professional services described herein for the design and construction of: **Renovation** located at **Oneco Elementary School** (the **"Project"**). The Owner and the A/E, for the consideration set forth herein, agree as follows:

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

1.1 The Construction Team

1.1.1 The CM, the Owner and the A/E comprise the Construction Team and shall work together from the start of Project planning through Final Completion and be available thereafter to the extent additional services are required.

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

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

1.2 The A/E

1.2.1 The A/E shall provide Owner with professional architectural and other professional services described herein in all phases of the Project to which this Agreement applies. All services to be provided by A/E pursuant to this Agreement shall be in conformance with the Scope of Work described herein and within **Exhibits A – D**.

1.2.2 The A/E accepts a relationship of trust and confidence established by the Owner and this Agreement. The A/E represents to Owner that it has expertise in the type of professional services that will be required for the Project. A/E agrees to provide its services using its professional skill and judgment, to use its best efforts to complete the Project in the most expeditious and economical manner consistent with the Owner's interest, and to work with the Owner and the CM to further the interests of the Owner.

1.2.3 A/E shall be acting as an independent contractor at all times during the Project and no provision in the Agreement shall create an employment or agency relationship between the parties.

1.2.4 A/E agrees to cooperate with CM with respect to CM's delivery of services to Owner. A/E agrees to incorporate, whenever practicable and consistent with good design, and after Owner's written approval, all suggestions or recommendations timely made by CM with respect to the Project design.

1.2.5 A/E agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Manatee County, Florida, including all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by A/E pursuant to this Agreement.

1.2.6 A/E agrees that, when the services to be provided pursuant to the Agreement relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, A/E shall employ and/or retain only qualified personnel to provide such services.

1.2.7 A/E agrees that its services provided pursuant to this Agreement shall be subject to Owner's reasonable review and approval. A/E agrees to comply, at its own expense, with all federal, state and local laws, applicable statutes, ordinances, codes, administrative orders, rules, regulations including utility regulations, local and state fire marshal requirements and the Florida Building Code, as well as the requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by A/E including, but not limited to, any interlocal agreements between Owner and Manatee County. In the event of any conflicts in these requirements, A/E shall promptly notify Owner of such conflict in writing and utilize its best professional judgment to resolve the conflict. Nothing in this Agreement shall be construed to eliminate A/E's responsibility for compliance of its design, its documents and its services with applicable local, state and federal statutes and regulations and applicable professional practice standards. Owner's approval of the design documents in no way relieves A/E of its obligation to deliver complete and accurate documents necessary for successful construction of the Project.

1.2.8 Any Contract Documents, as defined herein, prepared or furnished by A/E that contain errors, conflicts or omissions will be promptly corrected by A/E at no additional cost to Owner. A/E shall promptly notify Owner in writing of any discovered discrepancies, inconsistencies, or missing information necessary to provide reasonably accurate and complete documents. If CM reports to A/E any conflicts, errors or discrepancies in the Contract Documents, including during construction, A/E shall provide a written interpretation or clarification of the Contract Documents within a reasonable time period so as to not delay the Project.

1.2.9 A/E shall be responsible for obtaining and thoroughly and carefully reviewing all surveys and geological reports with respect to the Project including those reports obtained and/or provided by Owner. A/E's design documents shall be consistent and coordinated with the information set forth in all such surveys and geological reports. In the event A/E has any questions or concerns about the contents of any such surveys or reports, A/E shall notify Owner in writing within ten (10) days of A/E's receipt of any such surveys or geological reports. A/E and Owner will attempt to mutually resolve any such questions or concerns.

1.2.10 A/E agrees, for both itself and all of its 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.

1.2.11 Key representatives for the A/E are shown on **Exhibit A** and shall not be revised without the written approval of the Owner such approval not to be unreasonably withheld. The A/E representatives who are designated are authorized and responsible to act on behalf of A/E with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. By execution of this Agreement acknowledges that the key representatives identified on **Exhibit A** have full authority to bind and obligate A/E on all matters arising out of or relating to this Agreement.

1.2.12 A/E Consultants

1.2.12.1 The services to be performed pursuant to this Agreement shall be performed by the A/E and A/E's consultants identified in **Exhibit A** ("**Consultants**") unless otherwise authorized in writing by Owner. The employment of, contract with, or use of the services of any other person or firm by A/E, as independent consultant or otherwise, shall be subject to the prior written approval of Owner. No provision of this Agreement shall, however, be construed as constituting an agreement between Owner and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against Owner beyond such as may otherwise exist without regard to this Agreement. Notwithstanding the foregoing, Owner shall enjoy the same benefits and rights as to A/E's Consultants as A/E enjoys with respect to A/E's Consultants and all of A/E's agreements with A/E's Consultants shall be in writing, signed by both parties and shall include the following provision: "Owner is intended to be an express, recognized third-party beneficiary of this Agreement."

1.2.12.2 Should Owner terminate this Agreement with A/E, Owner shall, upon Owner's request, obtain assignment of those of the Consultant's agreement(s) with a different A/E elected by Owner. Each of A/E's agreements with the Consultants shall specifically provide that Owner shall only be responsible to the Consultants for those obligations of A/E that accrue subsequent to Owner's exercise of its right to take an assignment of such agreement. Each of A/E's agreements with Consultants shall require or provide that: (a) nothing in the Contract Documents will create a contractual relationship between Owner and the Consultant unless Owner elects to accept contingent assignment of the agreement as provided herein, and (b) the Consultant shall resolve all disputes involving Owner in the same manner as provided in Article 13 below.

1.2.12.3 At Owner's request, A/E shall provide to Owner copies of all of A/E's agreements with A/E's Consultants.

1.2.12.4 A/E shall be responsible to Owner for the acts and omissions of A/E's employees and Consultants arising out of or resulting from the performance of services hereunder including those that that do not conform to the A/E's standard of care, would constitute a breach of this Agreement if the act or omission were committed by A/E, or are otherwise wrongful or unlawful.

1.3 Extent of Agreement

1.3.1 This Agreement is complementary to the drawings, specifications, conditions of the contract (General, Supplementary and other Conditions, if applicable), recordings of presentations and interviews (including the content of the audio/visual oral presentation made to the Professional Selection Committee), and, together with them, comprises the full and entire Agreement between the Owner and the A/E and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions or other documents for construction.

1.3.2 No modification or amendment to the Agreement shall be valid or binding upon the Owner and the A/E unless in writing and executed by the parties intending to be bound by it.

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

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

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

1.3.6 All representations and covenants of the parties shall survive the expiration of the Agreement. All of A/E's representations and indemnifications made in or required by the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment to A/E for its services and termination or completion of the Agreement.

1.3.7 This Agreement shall not be recorded.

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

1.4 Definitions

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

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

1.4.3 "**Owner Construction Services Budget**" is comprised of Owner's funds that are budgeted, requested and available for the construction of the Project and is **$20,800,000.00**, including all CM fees and costs of the work as further identified below:

Construction Costs	$	
General Conditions	$	
Overhead and Profit	$	
Pre-Construction	$	72,800.00
Unforeseen Conditions	$	
Bond	$	
TOTAL	$	

1.4.4 "**Total Project Cost**" is comprised of the actual costs for all design services, construction services, Owner services and all fees and other costs necessary to design, develop and construct the Project and is **$28,300,000.00**.

1.4.5 "**Contract Documents**" consist of the agreement between the Owner and the CM (the "**CM Agreement**"), the exhibits described therein, and any executed and issued addenda, Change Orders, and amendments signed by Owner. The term "Contract Documents" shall also include all plans and specifications for the construction of the Project ("**Construction Documents**") prepared by the A/E including any revisions, but only after the Construction Documents have been completed by A/E and approved in writing by Owner. Upon Owner's acceptance of CM's proposal for the Guaranteed Maximum Price (the "**GMP**

Proposal"), the GMP will become an Amendment to the Agreement ("**GMP Amendment**") and will become a part of the Contract Documents and shall establish the Agreement's GMP, Contract Time and liquidated damages for incorporated phases of work.

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

(a) Duly executed amendments, Change Orders, Addenda and Architect Supplemental Instructions ("ASIs") with those of a later date having precedence over those of an earlier date;

(b) The CM Agreement, not including the Exhibits;

(c) Exhibits to the CM Agreement; and

(d) All other Contract Documents with those of a later date having precedence over those of an earlier date.

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

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

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

1.4.9 "**Business Day**" shall mean all days of the week excluding Saturdays and Sundays and all legal holidays observed by Owner. For provisions within the Agreement that require a certain action within a specified time period, the Owner and A/E may mutually agree to a different time period depending on the circumstances of the particular Project.

1.4.10 "**Total Project Budget**" means the total cost of the Project including design services, construction services, Owner services (including FF&E and Technology) and all fees and other costs necessary to design, develop and construct the Project and is **$_28,300,000.00**.

ARTICLE 2
COMPENSATION

2.1 Lump Sum Architect/Engineering Fee

2.1.1 The Owner agrees to pay the A/E as compensation for its services as described in Article 3 the amount of **$1,678,768.00_** (the "**A/E Fee**") to be paid per Article 8, which is comprised of the following:

Basic Services (includes Structural and MEP services)		**$ 1,441,218.00**
Civil Engineering		
Civil	$ 122,000.00	
Landscaping	$ 15,550.00	
Permitting	$ By Owner	
Surveys	$ By Owner	
Total Civil Engineering Services		**$ 137,550.00**
Authorized Additional Services		
CRM/SPECS Site Plan Approval	$ 20,000.00	
FLEET/LCCA LCCA Analysis Report	$ 50,000.00	
Acoustical	$ N/A	
Food Service	$ 30,000.00	
Total Authorized Additional Services		**$ 100,000.00**
Total A/E Fee		**$ 1,678,768.00**

2.2 Other Additional Services

2.2.1 Any additional services beyond the Scope of Work as described in Article 4 and authorized by the Owner in accordance with the Agreement ("**Other Additional Services**") are to be paid as mutually agreed between the A/E and the Owner by lump sum or a multiple of payroll costs.

2.2.2 Other Additional Services defined in Article 4 that are to be paid as a multiple of actual payroll costs shall be based upon the actual cost of salary or wages paid directly to personnel engaged on the projects as set forth in **Exhibit C**. The multiple applied to actual cost covers overhead, profit and all fringe benefits, including all applicable taxes. The multiples shall be mutually agreed between the Owner and the A/E as follows:

2.2.2.1 Architect: 2.69

2.2.2.2 Civil Engineer: 2.69

2.2.2.3 Structural Engineer: 2.69

2.2.2.4 Mechanical, Electrical & Plumbing Engineer: 2.69

2.2.2.5 Landscape Architect: 2.69

2.2.2.6 Other: ____

2.3 Reimbursable expenses as defined in Article 7.

ARTICLE 3
A/E SERVICES

3.1 Time

3.1.1 Services to be rendered by A/E shall be commenced subsequent to the execution of this Agreement and upon written "Notice to Proceed" from Owner for all or any designated portion of the Project and shall be performed and completed in accordance with the terms of this Agreement. Upon Owner's acceptance of the Schematic Design Documents, the

Owner and A/E shall mutually agree upon a Design Schedule for the performance of A/E's services and timing of A/E's deliverables as required pursuant to the terms of this Agreement. The Design Schedule shall include allowances for periods of time required for Owner's review, for review by the CM if required, and for approval of submissions by the authorities having jurisdiction over the Project. With Owner's written approval, A/E shall adjust the Design Schedule, if necessary, as the Project proceeds until the commencement of construction. Time is of the essence with respect to the performance of this Agreement.

3.1.2 Should A/E be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of A/E, not due to its own fault or neglect, and which could not be avoided by the exercise of reasonable diligence, including: (1) acts of God or of the public enemy, (2) acts of government, (3) fires, (4) floods, (5) epidemics, (6) quarantine regulation, (7) strikes, and/or (8) lockouts, then A/E shall notify Owner in writing within seven (7) business days (unless Owner expressly agrees in writing to a longer period of time) after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which A/E may have had to request a time extension.

3.1.3 Except as provided within Article 4 or elsewhere in the Agreement, no interruption, interference, inefficiency, suspension or delay in the commencement or progress of A/E's services from any cause whatsoever, including those for which Owner may be responsible in whole or in part, shall relieve A/E of its duty to perform or give rise to any right to damages or additional compensation from Owner. Except as provided within Article 4 or elsewhere in the Agreement, A/E expressly acknowledges and agrees that it shall receive no damages for delay. A/E's sole remedy, if any, against Owner will be the right to seek an extension of time to perform its services; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision.

3.1.4 A/E acknowledges that timely delivery of A/E's deliverables required under this Agreement and timely responses to questions, required revisions to Contract Documents, submittals, and requests for information ("RFIs") or clarification, is critical to the Project. A/E's actions in reviewing and responding to the items described within this Section shall be taken in accordance with the timeframes specified in this Agreement, or in the deliverable or submittal schedule approved by Owner or, in the absence of a timeframe specified in this Agreement or an approved schedule, with reasonable promptness, but in no event more than five (5) business days after A/E's receipt of the question, submittal, RFI, or request for clarification or revisions to Contract Documents.

3.2 CM at Risk Delivery Process

3.2.1 The A/E agrees to provide professional design and construction administration services while operating within a modified Construction Management at Risk delivery process for the Project as set forth within this Agreement.

3.2.2 Stage I – District Project Planning

3.2.2.1 By entering into this Agreement, the A/E agrees to the Project description, the Total Project Budget, the Substantial Completion date and the Project Schedule as set forth herein.

3.2.2.2 A/E shall review Owner's program documents, including the School District of Manatee County Planning Manual for Schools & Ancillary Spaces (the

"**Planning Manual**"), Owner's design objectives and constraints including evaluation of energy efficient design alternatives, space requirements, capacity and performance requirements, any budgetary limitations not addressed with the Scope of Work, and other requirements set forth in the Contract Documents, to ascertain the requirements of the Project and shall agree that it will meet the design requirements set forth therein. The A/E agrees to assist the Owner in developing revisions to the Planning Manual, as necessary, that incorporate standard construction concepts, techniques and building materials. The A/E shall develop Educational Specifications in conjunction with the Owner.

3.2.2.3 The A/E agrees that the Project is necessary, the site is appropriate and that the Project can be designed and successfully constructed within the limits of Owner's Construction Services Budget and Owner's program constraints.

3.2.3 Stage II – Project Budget Endorsement

3.2.3.1 The first ranked A/E and CM shall:

(a) Review the Owner's Project Scope, Total Project Budget, Project Schedule and level of quality required; and,

(b) Provide a Letter of Commitment and School Board presentation publicly, if requested, endorsing the Project Scope, Total Project Budget, Project Schedule and level of quality required as adequate and appropriate.

3.2.3.2 Monthly Reports

(a) During Stage II and until the Notice to Proceed to the CM is issued, and not later than the first of each month therein, the A/E shall submit to the Owner a complete and descriptive status report and a forecasted design and development completion schedule.

(b) The A/E shall take minutes of all meetings held with the Owner and CM during Stage II and through issuance of a Notice to Proceed to the CM and shall provide copies of the minutes to the Owner and CM within ten (10) calendar days following such meetings or prior to the next scheduled meeting.

3.2.3.3 Project Schedule

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

(b) The Project Schedule will serve as the framework for the development of all future detailed schedules and the CM shall produce and update the Project Schedule monthly throughout the Project.

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

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

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

3.2.3.4 Construction Cost Estimate

(a) The CM shall prepare, for Owner and A/E review and approval, a detailed estimate of Construction costs ("**Construction Cost Estimate**"), which shows the various elements of the Project and costs for construction of same. A/E shall work closely with CM in the CM's preparation of the Construction Cost Estimate.

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

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

(2) Phase II Design Development – with systems selected

(3) Phase III Construction Documents:

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

ii. 100% Drawings – issuance of final GMP Proposal

(c) The Construction Cost Estimate shall be reviewed with the Owner's Project Director and the A/E. If Construction Costs and/or any estimate exceed previously approved estimates or the Owner's Construction Services Budget, the CM shall make appropriate recommendations to the Owner and A/E for corrective action and propose value engineering and/or alternates for Owner and A/E consideration.

(d) Any recommendations and advice by the CM concerning design alternatives or value engineering, include the preparation of cost estimates and comments concerning the constructability of the design, shall be subject to approval by the Owner's Project Director and the A/E. A/E agrees to incorporate all suggestions or recommendations made by CM with respect to the Project design and approved in writing by Owner whenever practicable and consistent with good design.

3.2.4 Stage III – Project Design and Development

3.2.4.1 The Project Design and Development Phase consists of three (3) primary phases each progressively developing the Project design and Contract Documents with Owner approval.

3.2.4.2 Monthly Reports

(a) During Stage III and until the Notice to Proceed is issued to the CM, and not later than the first of each month therein, the A/E shall submit to the Owner a complete and descriptive status report and a forecasted design and development completion schedule.

(b) The A/E shall take minutes of all meetings held with the Owner and CM during Stage III and through issuance of a Notice to Proceed to the CM and shall provide copies of the minutes to the Owner and CM within ten (10) calendar days following such meetings or prior to the next scheduled meeting.

3.2.4.3 Phase I – Schematic Design

(a) Based upon the mutually agreed-upon Project program, Project Schedule and Total Project Budget by Owner and A/E, and after taking into consideration the comments and recommendations from the CM, A/E shall prepare Schematic Design Documents from the programming phase documents, which further define Owner's program and which shall consist of plans, sections, elevations, outline specifications and any other details necessary to define the program.

(b) The A/E shall coordinate the development with the CM and Owner to meet design requirements and identify the areas within the design that offer the greatest potential for elimination of unnecessary costs.

(c) A/E shall consult with CM with respect to (i) CM's development of the Construction Cost Estimate, (ii) CM's development of an overall Project Schedule, and (iii) CM's comments and recommendations concerning the Project design. A/E shall approve or provide written comments to CM and to the Project Director within ten (10) business days of receipt of CM's comments and recommendations.

(d) The A/E shall provide and distribute copies of the Schematic Design Documents, as required by the Project Director, for review and comment.

(e) The Schematic Design Documents are subject to Owner's review and approval. A/E shall respond in writing to Owner's review comments within fourteen (14) calendar days of receipt and responses shall be forwarded directly to Owner's Project Director. A/E shall revise the Schematic Design Documents as required by Owner in order to obtain Owner's written approval and authorization to proceed to the Phase II – Design Development Phase.

(f) Owner's acceptance of the Schematic Design Documents in no way relieves A/E of its obligation to deliver complete and accurate documents necessary for successful construction of this Project.

(g) At the completion of Stage III: Phase I – Schematic Design, the A/E and CM shall:

(1) Provide a second Letter of Commitment and School Board presentation publicly, if requested, stating that the Schematic

Design is in conformance with the Project Scope of Work and that the Owner's:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, have its services terminated in accordance with Article 10. If the Agreement is terminated, Phase I documents become the property of the Owner, which may be used or changed by the Owner, solely for the purpose of completing the Project. The A/E shall retain the right to use the Phase I documents in any manner that does not hamper completion of the Project.

3.2.4.4 Phase II – Design and Development

(a) From the approved Schematic Design Documents, the A/E shall prepare the Design Development Documents including plans, elevations, other drawings, sketches, materials research, and specifications specific to Project requirements in order to set and indicate the size and character of the total Project including materials, type of structure, and mechanical and electrical systems. The data from the Design Development Documents shall be sufficient to fix the Scope of the Project to allow the CM to provide the Project Director with a preliminary GMP for construction.

(b) The A/E shall coordinate the development with the CM and shall consult with CM regarding (i) CM's development of the Construction Cost Estimate, (ii) CM's development of an overall Project Schedule and (iii) CM's comments and recommendations concerning the Project design. A/E shall approve or provide written comments to CM and to the Project Director within ten (10) business days of receipt of CM's comments and recommendations.

(c) The A/E shall also work with Owner's Project Director and CM to meet design requirements and identify the areas within the design that offer the greatest potential for the elimination of unnecessary costs including working with CM to generate and evaluate alternative ideas in terms of feasibility to construct, time and cost.

(d) The A/E shall provide and distribute copies of Design Development Documents for review and comments as required by the Project Director including A/E's confirmation that the Project design disciplines have been coordinated within the Design Development Documents.

(e) The Design Development Documents are subject to Owner's review and approval. A/E shall respond in writing to any review comments within fourteen (14) calendar days of receipt and responses shall be forwarded directly to Owner's Project Director. A/E shall revise the Design Development Documents as required by Owner in order to obtain Owner's written approval and authorization to proceed to the Phase III – Construction Documents Phase.

(f) The CM shall provide the A/E and Owner with a preliminary GMP. The A/E shall, within seven (7) days of receipt, provide the Project Director with review and comments on the CM's preliminary GMP.

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

(1) Provide a third Letter of Commitment and School Board presentation publicly stating that the Design Development Documents are in conformance with the Project Scope and that the:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, provide evidence prohibiting the commitment.

(h) The A/E shall not, unreasonably or without cause, impede the CM's ability to provide the requirements set forth herein.

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

(j) With the assistance of the A/E, the CM shall perform Advertising, Bidding and Awarding of Contracts per State Requirements for Educational Facilities (SREF), Section 4.2(2).

3.2.4.5 Phase III – Construction Documents

(a) After Owner's review and approval of the Phase II – Design Development Documents, the A/E shall prepare the Construction Documents including working drawings and specifications setting forth in detail each discipline's requirements into a cohesive whole based upon the Design Development Documents and consultations with the CM and the Owner's Project Director. The A/E shall confirm that all Project design disciplines have been properly coordinated.

(b) The Construction Documents shall conform to applicable building codes and zoning codes and accepted construction industry standards. A/E shall signify its responsibility for the Construction Documents by affixing its signature, date and seal as required by Florida Statutes. Where the Agreement provides for Owner's approval of the A/E's design recommendations and decisions, this approval does not relieve the A/E of any responsibilities.

(c) If the Project meets the definition of a threshold building, the A/E shall prepare and submit to the Owner a copy of the threshold building inspection plan, which shall provide specific inspection procedures and schedules such that the portions of the Project specified within the threshold inspection plan can be adequately inspected for compliance. The inspection plan must be submitted to the Owner with the 100% completed Construction Documents and prior to Owner's issuance of written authorization for construction to start.

(d) A/E shall prepare and provide to Owner all applications, data and documents required to obtain the approval of all authorities having jurisdiction over the Project, including any applicable storm water management districts and State and local fire marshals. This shall be accomplished at the appropriate time, but not later than the ninety percent (90%) completion point of this phase. To ensure the timely approval of all permits necessary for the construction of the Project, including all environmental permits, A/E shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval

of the required permits. A/E shall, at no additional cost to Owner, make all reasonable and necessary revisions to the Construction Documents required to obtain the necessary permit approvals for construction of the Project.

(e) The A/E shall consult with CM with respect to (i) CM's development of the Construction Cost Estimate, (ii) CM's development of an overall Project Schedule and (iii) CM's comments and recommendations concerning the Project design. A/E shall approve or provide written comments to CM and to the Project Director within ten (10) business days of receipt of CM's comments and recommendations.

(f) The A/E shall evaluate all product substitution requests by the CM and render decisions in a reasonable time period.

(g) A/E shall provide the Project Director with three (3) copies of the Construction Documents, which shall be properly signed and sealed by the A/E. Copies of documents for A/E use are the responsibility of the A/E.

(h) Construction Documents prepared by the A/E are subject to Owner's review and approval. A/E shall respond in writing to Owner's review comments within fourteen (14) calendar days of receipt and responses shall be forwarded directly to Owner's Project Director. A/E shall revise the Construction Documents as required by Owner to obtain Owner's written approval of such documents.

(i) Upon approval of the Construction Documents, the A/E shall provide the Project Director with required copies of completed and approved Construction Documents and shall furnish digital copies of all drawings and Specifications to the CM.

(j) GMP Proposal

(1) When the Owner determines that the Construction Documents are 100% complete, the CM shall provide a GMP Proposal.

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

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

(4) A/E shall assist the Owner in reviewing, evaluating and advising Owner regarding CM's final Project Schedule and GMP Proposal. A/E shall make a written recommendation to Owner

with respect to Owner entering into an agreement with CM for the amount of the GMP Proposal.

(k) Bid Documents and Bidding

(1) The necessary bidding documents, general conditions and supplementary general conditions of the contract, Division 1 of the Specifications, proposal and contract forms are to be prepared by the CM.

(2) The CM shall provide and distribute copies of bid documents for each bid group for review and comment including non-technical documents as directed by the Project Director.

(3) A/E shall assist the Project Director in coordinating the development of each bid group with the CM and provide the Project Director with review and comments on the CM's estimate for each bid group package.

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

(5) A/E shall attend the pre-bid conferences and bid openings for each bid group. A/E shall also be responsible for developing, in consultation with the Construction Team, and providing to the Project Director, any addenda to the Contract Documents that result from those conferences. The Project Director shall approve all addenda prior to distribution and copies, properly sealed, shall be submitted to the Project Director.

(6) The A/E shall assist the CM in evaluating all bids received and provide comments and recommendations to the Project Director on each proposed authorization for work. The Project Director will determine which bids will be accepted and indicate the Project Director's acceptance by signing the bid tabulation form for each work scope.

(l) The A/E shall not impede the CM's ability to provide the requirements set forth herein.

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

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

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

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

i. Modify the Construction Services Budget thereby increasing the Total Project Budget without additional cost to the Owner including for A/E Fees; or

ii. Terminate the CM Agreement allowing the next ranked construction management firm to provide a GMP within the Construction Services Budget and begin construction.

3.2.5 Stage IV – Project Construction and Warranty

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

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

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

(1) Award a subcontract;

(2) Undertake the work with CM forces; or

(3) Issue a purchase order for materials or equipment required for the work.

3.2.5.2 Construction Schedule

(a) Within thirty calendar (30) days after the receipt of the Notice to Proceed to the CM, the CM shall prepare a Construction Schedule and submit the schedule to the A/E and Project Director for approval. The Construction Schedule shall graphically depict the sequence and duration of all activities required to satisfactorily finish the Project. The Construction Schedule shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions.

(b) The CM shall submit all updated and/or revised Construction Schedules to the Owner and A/E for review. If requested by Owner or A/E, CM shall furnish any information needed to justify the reasonableness of any activity duration set forth in the Construction Schedule including estimated activity manpower, anticipated quantities, and production rates.

3.2.5.3 The A/E shall provide administration for the CM Agreement as set forth below:

(a) The A/E shall be a representative of the Owner during construction and shall advise and consult with the Owner's Project Director. A/E shall keep Owner apprised of all contacts and/or communications between A/E and CM and Owner shall be copied on all correspondence between A/E and CM. All contacts and/or communications between A/E and the various trade subcontractors shall be routed through CM.

(b) The A/E shall act on behalf of the Owner only to the extent in the Contract Documents unless modified by written consent of Owner.

(c) Prior to the commencement of work, the Owner and A/E may conduct a preconstruction conference that will be attended by the CM and others, as appropriate for the particular needs of the Project. At the preconstruction conference, the attendees will discuss the Construction Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

(d) During the Project, if required by Owner and depending on the particular needs of the Project. the A/E may conduct Owner / A/E meetings.

(e) CM shall conduct regular Project status meetings with the Construction Team and shall deliver copies of written meeting minutes to Owner and A/E within five (5) days of each meeting. The CM shall maintain a log of RFIs, submittals and shop drawings, potential cost items and ASIs to be reviewed by the Construction Team at each meeting and be acted upon thereafter.

(f) A/E may attend meetings between CM and its subcontractors.

(g) If requested and/or required by the needs of the Project, CM shall prepare and submit a submittal schedule to Owner and A/E for approval. The submittal schedule will be coordinated with CM's Construction Schedule. CM shall review and approve shop drawings and other submittals and implement procedures for transmittal to the A/E of such submittals for action, and closely monitor their review process.

(h) A/E shall prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by CM or Owner as necessary. A/E shall provide its response to any such request to Owner and CM within ten (10) days unless otherwise agreed to between Owner and A/E.

(i) A/E will review and respond to all submittals from CM, including shop drawings, samples and product data, within a reasonable period of time so as not to delay the progress of the work, but in no event, more than ten (10) days unless otherwise agreed to between Owner and A/E. Review of CM's submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain

the responsibility of CM as required by the Contract Documents. A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by A/E, of any construction means, methods, techniques, sequences or procedures. A/E's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(j) A/E shall conduct construction field observation services consisting of periodic visits to the Project site as detailed within **Exhibit B** (or as frequently as necessary), to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the Construction Documents. When A/E discovers portions of the work that do not conform to the Construction Documents, A/E shall have the authority and duty to reject such work. A/E shall provide a written report of each visit, within ten (10) days from A/E's site visit, to Owner's Project Director. This field observation requirement shall also apply to Consultants of A/E at appropriate construction points.

(k) Through its on-site observations of the work in progress and field checks of materials and equipment, A/E shall endeavor to protect Owner against defects and deficiencies in the work of CM and the various trade subcontractors of CM.

(l) The A/E shall not have charge or control, nor be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs, or for acts or omissions of the CM or subcontractors.

(m) The A/E shall have access to the work whenever it is in preparation or progress.

(n) Based on such observations at the site and on the Applications for Payment submitted by CM, A/E shall recommend the amount owing to CM and shall execute and issue the Certificates of Payment initially completed by CM for such amounts. The issuance of Certificate of Payment shall constitute a representation by A/E to Owner that: (i) the work has progressed to the point indicated; (ii) that to the best of A/E's knowledge, information and belief, the quality of the work is in accordance with the Construction Documents subject to minor deviations from the Construction Documents correctable prior to completion, and to any specific qualifications stated in the Certificate of Payment; and (iii) CM is entitled to payment in the amount certified.

(o) A/E shall review claims by CM for extra compensation and/or extensions of time, and make written recommendations to Owner within five (5) business days of receipt of such claims concerning validity, and prepare responses for Owner.

(p) A/E shall review and provide written comment upon all Change Orders requests by CM, as well as any cost estimate associated with a Change Order request, prepared by CM. Owner shall prepare all Change Orders and/or other amendments to this Agreement. Upon agreement by Owner,

A/E shall prepare and provide Construction Change Directives to Owner for approval and issuance to CM and revise the Construction Documents accordingly. The A/E shall also review and approve or take other action on Changes in Condition ("CIC") prepared by the CM for the Owner's authorization.

(q) A/E shall be, in the first instance, the interpreter of the requirements of the Contract Documents. A/E shall render opinions on all claims of CM relating to the execution and progress of the work and on all other matters or questions related thereto. A/E's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents, subject to Owner's written approval. A/E shall review for comment or approval any and all proposal requests, supplemental drawings and information, proposed substitutions, value engineering suggestions and proposed Change Orders to Owner's contract with CM. The A/E's decisions on other claims, including those in question between Owner and CM, shall be subject to claims provisions in this Agreement.

(r) The A/E shall have authority to reject work in nonconformance with the Contract Documents. Whenever, in the A/E's reasonable opinion, it becomes necessary or advisable to ensure the proper implementation or the intent of the Contract Documents, subject to Owner' prior written approval, the A/E shall have the authority to require special inspection or testing of any work whether or not such work be fabricated, installed, or completed. The A/E shall take such action only after consultation with the CM and Project Director.

(s) In the event of a disagreement between the CM and the A/E regarding acceptability of work and conformance with the plans and specifications, the Owner, in its sole discretion shall have the right to determine such acceptability and/or conformance.

(t) The A/E may order minor changes in work, which do not involve a change in the Total Project Cost or an extension of Contract Time. Such changes shall be by written order issued to the CM and endorsed by the Project Director.

(u) A/E shall advise Owner of facts known to A/E which may constitute an event of default on the part of CM under the Contract Documents, and advise and make recommendations to Owner with respect to the remedies available to Owner under the Contract Documents.

(v) A/E shall review and comment upon, without assuming any liability for, CM's quality control program.

(w) Upon notice from CM, and with the assistance of Owner, A/E shall conduct the Substantial Completion inspection, determine the date of Substantial Completion and, as required by Owner, A/E and CM shall issue a Certificate of Substantial Completion on the form required by the Owner including a list of punch list items to be completed or corrected. A/E shall review and comment upon, and supplement as appropriate, the punch lists prepared by CM. The A/E shall notify CM in writing of work

not complete by providing the final punch list to CM within seven (7) business days after CM has achieved Substantial Completion. CM shall then prepare a schedule for completion of the items indicating completion dates for Owner's and A/E review.

(x) Upon notice from CM, A/E shall conduct a final inspection to determine the date of Final Completion and assist Owner in final acceptance of Project. If requested by Owner, A/E shall issue the Certificate of Final Inspection on the form required by the Florida Department of Education, Office of Educational Facilities, which shall indicate A/E's final acceptance of the Project.

(y) The A/E shall assist the CM in receiving and forwarding to the Owner all closeout documents including required guarantees, warranties, affidavits, releases, consent of surety to final payment, bonds, waivers, manuals, as-built drawings, and maintenance books. The A/E shall review for compliance with CM's obligation under the Contract Documents, all operation and maintenance manual submittals, prior to submittal to Owner.

(z) After CM provides A/E with its marked-up "as-built" drawings and specifications, A/E will revise the final approved Construction Documents to incorporate all as-built information contained in CM's marked-up as-built drawings and specifications, as well as to reflect all addenda to the Construction Documents, contract changes and field changes (sometimes referred to herein as the "**Record Documents**") in a form as required by the Owner. A/E shall provide Owner with: one (1) hard copy, one (1) electronic copy in AutoCAD, and one (1) electronic copy in PDF.

ARTICLE 4
OTHER ADDITIONAL SERVICES

4.1 The following Other Additional Services shall cause the A/E to incur extra expense. If the Owner authorizes any of the services as set forth within Article 4, in writing, Owner shall pay A/E for the authorized services as a lump sum or as a multiple of actual payroll costs as determined by the Owner:

4.1.1 Services due to Owner-approved changes in general Project Scope or requirements after approval of Stage III – Project Design and Development: Phase I – Schematic Drawings;

4.1.2 Revising previously approved drawings or specifications to accomplish Owner-approved changes;

4.1.3 Providing detailed cost estimates;

4.1.4 Preparing documents for Change Orders when required by the Owner;

4.1.5 Consultation and/or professional services and reimbursable costs of types set forth herein concerning replacement of work damaged by fire or other casualty during construction;

4.1.6 Arranging for work to proceed should the CM default due to delinquency or insolvency; and

4.1.7 Providing prolonged contract administration and observation should the Contract Time be exceeded by 25% due to no fault of the A/E. The A/E's services performed in connection with Project closeout, including but not limited to, Substantial Completion and Final Completion, shall not be considered prolonged contract administration.

4.1.8 Project representation beyond basic services as follows:

4.1.8.1 If the Owner and the A/E agree that more extensive representation at the site than described in Article 3 shall be provided, the A/E shall provide additional representation to assist with site responsibilities ("**Additional Representation**").

4.1.8.2 Project representatives for such Additional Representation will be selected, employed and directed by the A/E and compensated as determined by the Owner.

4.1.8.3 Other than expressly stated in this Section, Additional Representation shall not modify the obligations of the A/E.

4.1.9 Services of special consultants, other than typical structural, mechanical, civil, plumbing, landscape and electrical engineering and services of estimators making detailed cost estimates;

4.1.10 Service of consultants providing surveys, testing and subsurface investigations authorized by the Owner other than those services included within the A/E Fee; and

4.1.11 Other Additional Services for the Project not identified within this Agreement.

4.2 Other Additional Services must be approved in writing in the form of a written and executed amendment to this Agreement prior to starting such services. Owner shall not be responsible for the costs of Other Additional Services commenced without Owner's express prior written approval. Failure to obtain prior written approval for Other Additional Services waives A/E's claim that it performed Other Additional Services and, instead, such services will be deemed to be part of the Basic Services required of A/E hereunder.

4.3 Fees for additional services required to correct, modify, alter or change any work as a result of the A/E's failure to properly provide Contract Documents that reflect Owner's Project scope, time, quality and budget are not considered valid extra expenses under the terms of this Agreement.

ARTICLE 5
OWNER RESPONSIBILITIES

5.1 Owner, as represented by the Department of Construction Services and the Project Director, will provide information to A/E regarding the requirements of the Project including design objectives and constraints, space requirements, capacity and performance requirements and any budgetary limitations that are not addressed within the Scope of Work.

5.2 Owner shall assign and authorize its Project Director, as set forth in **Exhibit A**, to act on the Owner's behalf in transmitting instructions, receiving information and interpreting and defining Owner's policies and decisions with respect to the Project.

5.3 Wherever the terms of this Agreement refer to some action, consent, or approval (excluding approvals of Other Additional Services or changes to this Agreement) to be provided by Owner or some notice, report or document is to be provided to Owner, such reference to "Owner" shall mean Owner's Project Director, unless otherwise stated by Owner in writing.

5.4 The Project Director will examine documents submitted by the A/E and render decisions in a reasonably timely manner to avoid unreasonable delay. The Project Director will observe the procedure of issuing orders to the CM through the A/E.

5.5 Except as may be otherwise expressly authorized by the School District of Manatee County, neither the Project Director nor any other party is authorized to issue any verbal or written orders or instructions to the A/E that would have the effect, or be interpreted to have the effect, of modifying or changing in any way the: (a) Scope of Work to be provided and performed by the A/E pursuant to the Agreement; or (b) the amount of compensation Owner is obligated or committed to pay A/E.

5.6 The Owner will retain a CM to manage the Project. The CM's duties are defined in the CM Agreement between the Owner and CM and a copy of the CM Agreement will be furnished to the A/E and will not be modified without written notice to the A/E.

5.7 The Owner will furnish, or direct the A/E to obtain, at the Owner's expense, a certified survey of the site including gradesand lines of streets, alleys, pavements, and adjoining property, rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours, locations and dimensions of existing buildings, improvements and trees, available service and utility lines and provide test borings and pits necessary for subsoil conditions. The A/E services in obtaining this data by others is included within the A/E Fee.

5.8 Owner shall pay for structural, chemical, mechanical, soil mechanics or other tests and reports, if required.

5.9 Owner shall arrange and pay for legal, auditing and insurance counseling as Owner may require.

5.10 Project Director shall provide written notice to A/E of any deficiencies or defects discovered by Owner with respect to the services to be rendered by the A/E; however, no action or failure to act by the Project Director or the Owner shall relieve A/E from any of its duties or obligations set forth in the Agreement.

5.11 If the Construction Cost Estimate or detailed cost estimates are in excess of stated limits, the Owner may give written approval of an increase in the limit or cooperate in revising the Project to reduce the Project Total Cost. These approvals are available only through the completion of Stage III – Project Design and Development: Phase I – Schematic Design.

ARTICLE 6
CONSTRUCTION COST

6.1 Definitions

6.1.1 The construction cost shall be the total estimated cost to the Owner for construction of all elements of the Project designed and specified by the A/E including labor and materials furnished by Owner and any equipment designed, specified, selected or specially provided by the A/E (the "**Construction Cost**").

6.1.2 The Cost of Work shall include the Construction Costs, pre-construction services by CM, general conditions, the CM's reimbursable costs and bond costs. The Cost of Work shall not exceed the Owner's Construction Services Budget as set forth in Article 1.

6.1.3 Construction Cost and the Cost of Work do not include A/E compensation, amounts paid to the A/E's Consultants, land cost, right of way or any other Owner service costs.

6.2 Responsibility

6.2.1 The A/E shall assist the CM in evaluating the Owner's Total Project Budget and review the Construction Cost Estimates prepared by the CM. Neither the Owner nor the A/E has control over the cost of labor, materials, equipment, CM's method of determining bid prices, competitive bidding process, or market or negotiation conditions. The A/E does not warrant that bids or negotiated prices will not vary from the proposed Total Project Budget established or approved by the Owner, or estimates or cost evaluations provided by the CM.

6.2.2 No fixed limit of Construction Costs shall be established as a condition of this Agreement unless such fixed limit has been agreed upon by the Construction Team.

6.2.3 In the case of a fixed limit of Construction Costs being exceeded by the total of the figures from bona fide bids or negotiated proposals plus the CM's estimate of the other element costs, the Owner shall follow the requirements of Article 3.

ARTICLE 7
REIMBURSABLE EXPENSES

7.1 Reimbursable expenses are actual expenditures not incidental to the services described in Article 3 and not exceeding the limits of Section 112.061, *Florida Statutes*, made by the A/E in the interest of the Project. All reimbursable expenses require prior written authorization from the Owner. Owner shall not be responsible for the costs of reimbursable expenses incurred by A/E without Owner's express prior written approval. The following are considered legitimate reimbursable expenses and will be reimbursed by the Owner:

7.1.1 Transportation and living expenses of A/E employees when traveling in connection with services other than those defined in Article 3;

7.1.2 Reproduction of drawings and specifications excluding (1) copies for A/E use and sets required at each phase of the delivery process and (2) at termination of A/E or completion of the Project;

7.1.3 Premium portions of overtime, which are deemed reasonable by Owner, unless required by the A/E to maintain its own schedule;

7.1.4 Renderings or models for the Owner's sole use; and

ARTICLE 8
PAYMENTS TO THE A/E

8.1 The lump sum for the A/E Fee set forth in Article 2 of this Agreement shall be broken down into the stages and activities listed below and allocated per the percentages indicated below. The Owner shall make monthly payments for each stage or activity in proportion to the percentage of each stage or activity that is completed during the previous month:

Schematic Design	15%
Design and Development Phase	15%
Construction Documents Phase	35%
Issuance of Construction Authorization	5%
Construction Phase	30%
TOTAL	**100%**

8.2 Payments for Other Additional Services to the A/E as defined in Article 4 as a lump sum shall be paid in accordance with the written authorization.

8.3 Payments for Other Additional Services of the A/E as defined in Article 4 as a multiple of actual payroll costs and for reimbursable expenses as defined in Article 7, shall be made monthly upon presentation of a detailed invoice satisfactory to the Owner.

8.4 Payments Withheld

8.4.1 No deductions shall be made from the A/E's compensation on account of penalty, liquidated damages or other sums merely because payment is withheld from the CM, or because of changes in the construction cost other than those for which the A/E is held legally liable.

8.5 Request for Payment

8.5.1 A/E's request for payment must be presented on the Construction Services Form required by the Owner in the office of the Project Director no later than the 25th of each month. The A/E and the Project Director shall review the payment request, approve, as appropriate, and forward to the Owner by the first of the month following the month in which the A/E's request for payment was presented. Payment shall occur on the 10th of the month following the A/E's issuance of request for payment or the following business day should the 10th fall on a weekend or national holiday.

8.5.2 A/E's acceptance of final payment shall constitute a full waiver of any and all claims by it against Owner arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by A/E as unsettled at the time of the final payment. Neither the acceptance of A/E's services nor payment by Owner shall be deemed to be a waiver of any of Owner's rights against A/E.

8.5.3 The Owner and A/E waive Claims against each other for consequential, special and punitive damages arising out of or relating to this Agreement or the services provided by the A/E on the Project. The mutual waiver includes, but is not limited to: (1) damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the A/E for loss of business and reputation, and for loss of profit, except anticipated profit arising directly from the work.

8.5.4 Nothing in this Agreement is intended or shall be construed to require Owner to determine the adequacy, accuracy or sufficiency of the design, the Contract Documents or A/E's services, which are each A/E's responsibility. Owner's review, inspection, acceptance, or payment for any of A/E's services shall not constitute acceptance of services that fail to conform to the requirements of this Agreement, unless Owner expressly accepts such non-conforming services in writing.

8.6 Project Suspension or Abandonment

8.6.1 If the Project is suspended or abandoned in whole or part for more than three (3) months due to no fault of the A/E, the A/E shall be paid for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, including reimbursable expenses due. When the Project is resumed, the Architect shall be compensated for any actual expenses incurred in the interruption and resumption of the A/E's services and the time schedules shall be equitably adjusted. The A/E's fees for the remaining services shall not be adjusted unless the Owner, in its sole discretion, makes such an adjustment.

ARTICLE 9
A/E RECORDS

9.1 A/E shall keep accurate and adequate records and supporting documentation which concern or reflect its services hereunder, including but not limited to all Contract Documents, the accounting records of the A/E, the A/E's direct personnel, Consultants, and reimbursable expenses. The records and documentation shall be retained by A/E in editable electronic format for a minimum of ten (10) years from the date of termination of this Agreement or the date the Project is completed, or such longer period of time as may be required by law or this Agreement, whichever is later. Owner, or any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all such records and documentation upon reasonable request and as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE 10
TERMINATION OF AGREEMENT

10.1 Termination for Cause

10.1.1 A/E 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 work under the Agreement within the time specified; or (2) failure to properly and timely perform the services to be provided hereunder or as directed by Owner; or (3) the bankruptcy or insolvency or a general assignment for the benefit of creditors by A/E or by any of A/E's principals, partners, officers or directors; or (4) failure to obey laws, ordinances, regulations or other codes of conduct, or (5) otherwise materially breaches this Agreement. Owner may terminate this Agreement in whole or in part by giving seven (7) days' written notice to A/E.

10.1.2 Notwithstanding anything herein to the contrary, the Owner may unilaterally terminate this Agreement for refusal by the A/E 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 the A/E, or its Consultants in conjunction with this Agreement.

10.2 Termination for Convenience

10.2.1 Upon not less than seven (7) days' written notice, the Owner may terminate A/E's services under this Agreement, in whole or in part, for Owner's convenience and without cause in accordance with this clause. Upon termination, the A/E shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by A/E that are directly attributable to the termination, but A/E shall not be entitled to any other or further recovery against Owner, including anticipated fees, profit on work not required to be performed, or attorneys' fees and costs. The Owner, in its sole and reasonable discretion and based upon the approved Project Schedule, shall determine the percentage of work completed.

10.2.2 Upon termination as set forth herein, A/E shall deliver to Owner all Project documents including all papers, plans, records, documents, auto CAD Files, drawings, calculations, models and other materials in A/E's possession or control arising out of or relating to this Agreement. All such documents submitted to the Owner at the time of termination may be used by the Owner for the purpose of completing the Project and other purposes set forth

in this Agreement. The A/E shall retain the right to use the design documents created by A/E in any manner consistent with this Agreement, which does not hamper completion of the Project, if such use does not violate any law protecting confidential information.

10.3 A/E may terminate this Agreement upon not less than seven (7) days' written notice to Owner, which identifies the specific reason for termination, should the Owner fail to substantially perform in accordance with the terms of this Agreement through no fault of the A/E.

10.4 Owner and A/E may terminate this Agreement by mutual written agreement.

ARTICLE 11
OWNERSHIP AND USE OF DOCUMENTS
AND INTELLECTUAL PROPERTY

11.1 All records, documents, drawings, notes, tracings, plans, computer aided design (CAD) files, specifications, maps, models, presentations, evaluations, reports and other technical data, and schematics prepared or developed by or for A/E, or otherwise provided to Owner, pursuant to this Agreement shall be considered to be Contract Documents. To the extent they have any such rights, unless relinquished under this Article 11, A/E and its Consultants shall retain all common law, statutory and other reserved rights, including copyrights, in the Contract Documents.

11.2 A/E shall grant, and hereby does grant, Owner an unlimited, non-exclusive, worldwide, irrevocable, perpetual, fully-paid-up, license to reproduce, create derivatives of, distribute, perform, publish and otherwise use all Contract Documents in which A/E has or may have any rights: (1) as reasonably necessary for archival, safety, and disaster recovery purposes; (2) for submission or distribution, as Owner reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project: (3) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying, and otherwise using the Project; and (4) for the planning, design, construction, completion, reconstruction, repair, renovation, alteration, use, occupancy, and maintenance of other structures and projects.

11.3 A/E shall obtain from each of A/E's Consultants (which includes subconsultants, contractors, subcontractors, agents and representatives) either an assignment from the Consultant to Owner of all common law, statutory and other reserved rights, including copyrights and performance rights, in and to all Contract Documents in which the Consultant has or may have such rights, or an unlimited, worldwide, perpetual, irrevocable, fully-paid-up license running from A/E's Consultant to Owner, granting Owner the right to reproduce, create derivatives of, distribute, and use all Contract Documents in which A/E's Consultant has or may have any rights: (1) as reasonably necessary for archival, safety, and disaster recovery purposes; (2) for submission or distribution, as Owner reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Agreement; (3) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying and otherwise using the Project; and (4) for the planning, design, construction, completion, reconstruction, repair, renovation, alteration, use, occupancy, and maintenance of other structures and projects.

11.4 A/E shall grant, and hereby does grant, Owner, an unlimited, worldwide, non-exclusive, irrevocable, perpetual, fully-paid-up license: (1) to design, commission, and create architectural works that are derivatives of or substantially similar to this Project or any architectural work portrayed in any version of any Contract Documents; and (2) to use, reproduce, make derivatives of, publish, perform, distribute copies of, and otherwise use any architectural or other works created, authored, or provided by A/E or A/E's Consultants pursuant to this Agreement, for marketing, promotional, advertising, ordinary business, and educational purposes, in any medium.

11.5 Owner acknowledges that, in granting the licenses herein, A/E and A/E's Consultants have not agreed to provide the following services to Owner for any future project for which Owner uses any license granted herein: Code Compliance (including, but not limited to, Building Code changes, statutory changes, SREF changes), Educational Program changes, Enhanced Hurricane Protection Area (EHPA) requirements, advanced energy efficiencies, permits, inspections, field reports, civil engineering for future site(s), Educational Specifications, schematic design or design development documents, signed and sealed permit drawings (including but not limited to those drawings submitted to SWFWMD and/or BO), submittal or shop drawing reviews, architect supplemental instructions (ASIs), responses to requests for information (RFIs), updates to project specifications, as-builts, LEED or Green Globes calculations or energy modeling, life cycle cost analysis, color selections, interior design, color boards for Owner approval, filings for governmental authorities (including, but not limited to Manatee County, City of Bradenton, City of Palmetto), landscape design, pre-construction meetings, jobsite meetings, special meetings, approvals of budget transfers, approvals of CM pay applications, and/or approval of any other project documents.

11.6 All licenses granted herein or pursuant to this Agreement are worldwide, perpetual and irrevocable and shall continue even in the event this Agreement is terminated for any reason. A/E consents to Owner's use of the Contract Documents to complete the Project following A/E's termination for any reason or to perform additions to or remodeling or renovations of the Project. In the event of any such termination, A/E hereby consents to any use of any and all Contract Documents by any replacement architects, contractors, engineers or other professionals retained by Owner provided, however, A/E shall not be liable for any of the design work performed by such replacement architects, engineers or other professionals and Owner agrees to indemnify and hold A/E harmless from any such liability related to design work performed by the replacement architect.

11.7 A/E, upon reasonable request by Owner, even if such request is made after termination or expiration of this Agreement for any reason, shall take all steps reasonably required by Owner to memorialize, perfect, substantiate, record, or evidence all licenses, assignments, and rights Owner has, is due, or may have under or pursuant to this Agreement, and shall do so at no additional charge to Owner.

11.8 A/E shall, upon reasonable request by Owner, even if such request is made after termination or expiration of this Agreement for any reason, or upon completion of the Project should no such request be made by Owner, provide to Owner: (1) reproducible copies of all Contract Documents; (2) written copies of all licenses and assignments obtained by A/E from A/E's Consultants pursuant to Section 11.3; and (3) a written license from A/E to Owner pursuant to Section 11.2. Wherever practical, all such copies of the Contract Documents shall be provided in both editable electronic form and in hard paper form. A/E shall not be responsible for inadvertent errors caused by the electronic transmission of Contract Documents unless it knew or reasonably should have known of such errors and failed to promptly notify Owner in writing. In the event of any discrepancies between any such electronic copies and hard paper copies issued by A/E, the hard paper copy shall control.

11.9 Without limitation, Owner may assign, encumber, or sublicense any license granted herein or pursuant to this Agreement to a lender, a tenant of the Project, or a subsequent owner of any portion the Project. Owner shall be permitted to authorize contractors, engineers, subcontractors, sub-subcontractors, material or equipment suppliers, consultants, agents and architects to reproduce applicable portions of the Contract Documents as appropriate to and for use in connection with the completion of the Project or Owner's exercise of any right or license granted herein or pursuant to this Agreement.

11.10 A/E warrants to Owner that it has full right and authority to grant the licenses specified herein to Owner. A/E hereby represents and warrants that all Contract Documents, architectural works, or other works developed, authored, or provided to Owner pursuant to this Agreement shall be original

work of A/E or A/E's Consultants, in the public domain, or developed, authored or provided pursuant to a valid, enforceable and appropriate license or assignment and shall not infringe any copyright, performance right, trademark, patent or other intellectual property right of any third party. To the fullest extent permitted by law, A/E shall indemnify, protect and hold harmless Owner and its agents, employees, officers and Board Members from and against all liabilities, damages, losses and costs, including reasonable attorneys' fees, arising out of, or resulting from, any claim by any third party asserting that any Contract Document, architectural work, or other work developed or authored by A/E or A/E's Consultants, or provided to Owner by A/E, pursuant to this Agreement infringes any intellectual property right, including copyright, of any person.

ARTICLE 12
INSURANCE

12.1 During the term of this Agreement or for such longer period as otherwise specified herein or required by applicable law, A/E shall provide, pay for, and maintain, with companies satisfactory to Owner, the types of insurance described herein. All insurance shall be from companies duly authorized to do business in the State of Florida.

12.2 Within ten (10) days from the execution of this Agreement, A/E shall deliver to Owner properly executed Certificates of Insurance and required additional insured endorsements in form acceptable to Owner evidencing the fact that A/E has acquired and put in place the insurance coverages and limits required hereunder. The Certificates of Insurance must identify the specific Project name, as well as the site location and address. A/E shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by Owner.

12.3 A/E shall notify Owner, in writing, within five (5) days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by A/E from its insurer. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, A/E shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

12.4 All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:

12.4.1 The term "The School Board of Manatee County, Florida" shall include the Manatee County Public Schools, the Manatee County School Board, a body corporate, the Manatee County School District and the Public School System and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members and employees thereof in their official capacity, and/or while acting on behalf of the Manatee County School Board.

12.4.2 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, shall name the Indemnitees (as that term is defined within this Agreement) as additional insureds as to the operations of A/E under the Contract Documents pursuant to additional insured endorsements acceptable to Owner and shall contain a provision regarding severability of interests.

12.4.3 Companies issuing the insurance policies shall have no recourse against Owner for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of A/E.

12.4.4 All insurance coverages of A/E shall be primary to any insurance or self-insurance program carried by Owner applicable to this Project, and the "Other Insurance" provisions of any

policies obtained by A/E shall not apply to any insurance or self-insurance program carried by Owner applicable to this Project.

12.4.5 All insurance policies shall be fully performable in Manatee County, Florida, and shall be construed in accordance with the laws of the State of Florida.

12.4.6 All insurance policies must expressly state that the insurance company will accept service of process in Manatee County, Florida, and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Manatee County, Florida.

12.5 The acceptance by Owner of any evidence of the insurance coverages and limits required in this Agreement, including any Certificate of Insurance, policy or additional insured endorsement, does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance comply with the requirements of this Agreement.

12.6 If any insurance provided pursuant to this Agreement expires prior to the completion of the services required hereunder or specified tail or completed operations period, renewal Certificates of Insurance and, if requested by Owner, certified, true copies of the renewal policies and applicable additional insured endorsements, shall be furnished to Owner thirty (30) days prior to the date of expiration.

12.7 Should at any time A/E not maintain the insurance coverages required in this Agreement, Owner may cancel the Agreement or, at its sole discretion, shall be authorized, but not required, to purchase such coverages and charge A/E for such coverages purchased. If A/E fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due A/E under this Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

12.8 To the extent damages are covered by property insurance, Owner and A/E waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. Owner or A/E, as appropriate, shall require similar waivers (in favor of the parties enumerated herein) from the contractors, consultants, agents and employees of any of them.

12.9 All insurance companies from whom A/E obtains the insurance policies required hereunder must meet the following minimum requirements:

12.9.1 The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.

12.9.2 The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of this Agreement.

12.9.3 The insurance company must be listed in the most current edition of Best's Key Rating Guide, have a rating classification of either "A" or "A+" and a financial size category rating of class IV or higher.

12.10 Unless otherwise stated herein, and before starting and until completion of all services required hereunder, A/E shall procure and maintain insurance of the types and to the limits set forth below.

A/E shall also require each of its Consultants to procure and maintain, until the completion of that Consultant's services or for such longer period as otherwise specified herein or required by applicable law, insurance of the types and to the limits specified below unless such insurance requirement for the Consultant is expressly waived in writing by Owner. All self-insured retentions or deductibles will be A/E's sole responsibility.

12.11 Professional Liability Insurance

12.11.1 A/E shall maintain a professional liability policy, including errors and omission coverage, insuring A/E's liability arising out of the performance of professional services under this Agreement including for any negligent act, error, mistake or omission in rendering or failing to render professional services described in this Agreement whether committed or alleged to have been committed by the A/E or any person employed by the A/E or by others for whom the A/E is legally responsible. A/E shall continue the coverage amounts specified herein for a period of not less than five (5) consecutive years after Project Final Completion. No "sunset" limitation shall apply. The policy retroactive date will always be prior to the date services were first performed by A/E for Owner, and the retroactive date will not be moved forward during the term of the Agreement and for five (5) years thereafter.

12.11.2 The policy shall be issued to the A/E as the insured named therein, covering all services to be performed by the A/E on the Project. A/E waives its right of recovery against Owner as to any claims under this insurance. Any deductible or self-insured retention applicable to any claim shall be the sole responsibility of A/E. The insurance company shall waive its rights of subrogation against the Indemnitees.

12.11.3 Policy Amounts

12.11.3.1 For projects with a Total Project Budget of less than $5,000,000.00, and unless otherwise agreed to in writing between Owner and A/E, the A/E's policy shall provide coverage, for the acts and omissions of the A/E, 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.

12.11.3.2 For projects with a Total Project Budget of more than $5,000,000.00 but less than $15,000,000.00, and unless otherwise agreed to in writing between Owner and A/E, the A/E's policy shall provide coverage, for the acts and omissions of the A/E, in the amount of $2,000,000.00 with an aggregate of $2,000,000.00. Said policy shall contain a maximum deductible or self-insured retention of $100,000.00.

12.11.3.3 For projects with a Total Project Budget of more than $15,000,000.00, and unless otherwise agreed to in writing between Owner and A/E, the A/E's policy shall provide coverage for the acts and omissions of the A/E in an amount as set by the schedule established by the Owner's Risk Management Department determined on a case-by-case basis using a scaled ratio according to the total value of the Project with a deductible or self-insured retention of no more than $100,000.00.

12.12 Commercial General Liability

12.12.1 A/E shall maintain a commercial general liability policy that is written on an "occurrence" basis. Coverage, as provided by 1986 (or later) ISO commercial general liability form, shall

include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Personal Injury and Fire Legal Liability Coverages. If A/E provides any construction work, it must also include Products and Completed Operations Coverage, with the Completed Operations Coverage maintained for this Project for not less than five (5) years following Final Completion. Applicable deductibles or self-insured retention, not to exceed $25,000.00, shall be the sole responsibility of A/E. The insurance company shall waive its rights of subrogation against the Indemnitees. Limits of coverage shall not be less than the following for Bodily Injury, including Death, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	$3,000,000.00
Products - Completed Operations Aggregate	$2,000,000.00
Personal and Advertising Injury	$1,000,000.00
Each Occurrence	$1,000,000.00
Fire Damage (Any One Fire)	$50,000.00
Medical Expenses per Person	$5,000.00
Site Specific Project Aggregate Limits	same as above

12.13 Automobile Liability

12.13.1 A/E shall maintain an automobile liability policy as to ownership, maintenance and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury, including Death & Property Damage and Liability:	$1,000,000.00 Combined Single Limit Each Accident Limit Each Accident

The insurance company shall waive its rights of subrogation against the Indemnitees.

12.14 Worker's Compensation and Employer's Liability Insurance

12.14.1 A/E shall maintain worker's compensation and employer's liability insurance coverage during the terms of this Agreement for all employees engaged in the services performed under this Agreement, in accordance with the laws of the State of Florida. The insurance company shall waive its rights of subrogation against the Indemnitees. The amount of such insurance shall not be less than:

Worker's Compensation:	Florida Statutory Requirements	
Employer's Liability:	$500,000.00	Limit Each Accident
	$500,000.00	Limit Disease Aggregate
	$500,000.00	Limit Disease Each Employee

12.15 Umbrella Liability Insurance or Excess Liability Insurance

12.15.1 A/E shall obtain an umbrella liability insurance or excess liability insurance policy for not less than $3,000,000.00 each occurrence and aggregate. Such coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit. The

aggregate limits shall apply separately to this Project, and the specific Project aggregate limits shall be evidenced by the use of an endorsement approved by Owner. The insurance company shall waive its rights of subrogation against the Indemnitees.

ARTICLE 13
CLAIMS AND DISPUTES

13.1 Claims and Disputes

13.1.1 This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, without regard to its choice of law provisions.

13.1.2 The term "**Claim**" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

13.1.3 A/E shall provide notice of any Claim in writing to Owner within seven (7) calendar days after the first day of the event giving rise to such Claim or else A/E shall be deemed to have waived the Claim. Written supporting data shall be submitted to Owner within thirty (30) calendar days after the occurrence of the event, unless Owner grants additional time in writing, or else A/E shall be deemed to have waived the Claim.

13.1.4 A/E shall proceed diligently with its performance of services as directed by Owner, regardless of any pending Claim, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments of undisputed amounts due in accordance with this Agreement during the pendency of any Claim.

13.1.5 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. The negotiation shall be attended by representatives of A/E with full decision-making authority and by Owner representatives who would make the presentation of any settlement reached during negotiations to the School Board of Manatee County. Failing resolution, and prior to the commencement of any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of A/E with full decision-making authority and by Owner representatives who would make the presentation of any settlement reached during mediation to the School Board of Manatee County. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Section 44.102, *Florida Statutes*.

13.2 Litigation

13.2.1 Any litigation between Owner A/E, whether arising out of any Claim, services provided by the A/E on the Project or arising out of the Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and A/E each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. The exclusive venue of any such litigation between Owner and A/E shall lie and be only in the appropriate State courts of the State of Florida's Twelfth Judicial Circuit in and

for Manatee County, Florida. A/E consents and submits to the jurisdiction of any such court and agrees to accept service of process in any matter to be submitted to any such court.

13.2.2 In the event of any Claim or dispute arising out of the Agreement or the services provided by A/E on the Project, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees (including fees for determining the amount of fees due) at all levels, including at trial, on appeal, and in bankruptcy and post-judgment proceedings.

ARTICLE 14
INDEMNIFICATION

14.1 Indemnification

14.1.1 To the maximum extent permitted by applicable law, A/E shall indemnify and hold harmless The School Board of Manatee County, its agents, employees, officers and Board Members ("**Indemnitees**") from and against any and all liabilities, damages, losses, expenses and costs, including reasonable attorneys' fees and costs, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of A/E or anyone employed or utilized by A/E in the performance of this Agreement including A/E's Consultants. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described within this Agreement. A/E's indemnification obligations under this Agreement, including those specified herein, shall be deemed part of the Project Specifications and to fully comply with Section 725.08, *Florida Statutes*, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of this Agreement is determined not to comply with Section 725.08, *Florida Statutes*, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that A/E's indemnification obligations comply fully with Section 725.08, *Florida Statutes*, including any amendments, in all respects. A/E's indemnification obligations in this Agreement are in addition to and not in lieu of any common law indemnification to which any of the Indemnitees are entitled.

14.1.2 The duty of A/E to indemnify and hold harmless the Indemnitees includes the separate and independent duty to Indemnitees, which duty arises immediately upon receipt by A/E of the tender of any indemnity claim from an Indemnitee which under the written content of the claimant's description of its claim reasonably appears to be within A/E's indemnification obligation. A/E's obligation to the Indemnitee(s) shall be at A/E's sole expense. A/E shall respond within fifteen (15) calendar days to the tender of any indemnity claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by A/E shall be by well qualified, adequately insured and experienced legal counsel acceptable to Owner. By proceeding to an indemnity claim, A/E shall not be deemed to have admitted to an obligation to provide indemnification and defense and A/E may provide a defense under a written reservation of rights.

ARTICLE 15
SPECIAL PROVISIONS

15.1 Successors and Assigns

15.1.1 The Owner and the A/E each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of the Agreement. Neither the Owner nor the A/E shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Any attempted assignment in violation of this prohibition is void.

15.2 Public Entity Crime Information Statement

15.2.1 By its execution of this Agreement, A/E acknowledges that it has been informed by Owner of the terms of Section 287.133(2)(a), *Florida Statutes*, which reads as follows:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

A/E must notify Owner within thirty (30) days after a conviction of a public entity crime applicable to A/E or to an affiliate of A/E.

15.3 Employment Eligibility Verification ("E-VERIFY")

15.3.1 Employment Eligibility Verification ("E-VERIFY"): By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system. E-Verify Number _____431286_____.

15.4 Truth-In-Negotiation

15.4.1 In compliance with the Consultants' Competitive Negotiation Action, Section 287.055, *Florida Statutes*, by signing this Agreement, the A/E certifies that wage rates and other factual unit costs supporting the compensation to be paid under this Agreement are accurate, complete and current as of the date of this Agreement. It is further agreed that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which it is determined the contract prices was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

15.5 Compliance with Jessica Lundsford Act

15.5.1 The School District of Manatee County and State of Florida, requires all A/Es, CMs, contractors and subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless Owner for any claims made against Owner related to the failure to comply with Section 1012.465 and Section 1012.32, *Florida Statutes*. Information on JLA requirements and how to comply can be accessed at: https://www.manateeschools.net/Page/6689.

15.6 Sovereign Immunity

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

15.7 Public Records

15.7.1 Custodian of Public Records

IF THE A/E HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE A/E'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: PUBLIC RECORDS CUSTODIAN, 215 MANATEE AVENUE W., BRADENTON, FL 34205 (941) 708-8770, publicrecords@manateeschools.net.

15.7.2 The A/E must comply with public records law and specifically:

15.7.2.1 Keep and maintain public records required by Owner to perform the service.

15.7.2.2 Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that complies with Chapter 119, *Florida Statutes*, or as otherwise provided by law.

15.7.2.3 Ensure that public records in the A/E's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Owner.

15.7.2.4 Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the A/E or keep and maintain public records required by the Owner to perform the service. If the A/E transfers all public records to the Owner upon completion of the Agreement, A/E shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If the A/E keeps and maintains public records upon completion of the Agreement, the A/E shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

15.8 Equal Employment Opportunity / Non-Discrimination

15.8.1 In performing all services to be provided hereunder, A/E shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. A/E shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: (1) employment, upgrading, demotion or transfer; (2) recruitment or recruitment advertising; (3) layoff or termination; (4) rates of pay or other forms of compensation; and (5) selection for training, including apprenticeship. A/E shall post in conspicuous places, available to all employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity/ Non-Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, or national origin.

15.8.2 Consistent with Section 287.134, *Florida Statutes*, A/E or its affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to Owner; may not submit a bid, proposal, or reply on a contract with Owner for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to Owner; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Owner; and may not transact business with Owner.

15.9 Prohibition Against Contingent Fees

15.9.1 The A/E warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the A/E to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the A/E any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Owner shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Basic Services Compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

15.10 Conflict of Interest

15.10.1 A/E represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. A/E further represents that no persons having any such interest shall be employed to perform those services.

15.11 No Waiver

15.11.1 The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such

provision. The failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. Waiver by Owner of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Agreement. No approval, consent or waiver by Owner shall be effective unless it is in writing and then only to the extent specifically stated.

15.12 Severability

15.12.1 Should any provision of the Agreement be determined to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

15.13 Notices

15.13.1 All notices, consents, or approvals required or permitted to be given under the terms of the Agreement shall be in writing and shall be sent by: (1) FedEx or other nationally recognized overnight air courier service, postage prepaid, for next business day delivery, or (2) by email correspondence to the respective parties set forth below in this section, as applicable. Notice given in accordance with this Section shall be effective on the date of email transmission or upon the first business day after having been delivered to a nationally recognized overnight air courier service, such as FedEx, for "next business day" delivery in each case addressed to the respective party at the address for notice specified in this Section below.

15.13.2 Notices, consents or approvals required or permitted to be given to Owner shall be delivered to Owner at:

Project Director
Jeffery Medwetz
Department of Construction Services
1 Matzke Way, Bradenton, FL 34208
Attention: Jeff Medwetz
Email: medwetzj@manateeschools.net

15.13.3 Notices, consents or approvals required or permitted to be given to A/E shall be delivered to A/E at:

Zyscovich, LLC.
550 N. Reo Street, Suite 300
Tampa, FL 33609
Office: 813.526.7760
Fax N/A
Attention: Alex Perez
Email: aperez@zyscovich.com

15.13.4 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

ARCHITECT/ENGINEER:

By: _____
(Corporate Secretary Signature)

By: _____
(Corporate Vice-President Signature)

Mario Suarez
(Corporate Secretary's Name)

Jose Murguido
(Corporate Vice-President's Name)

As Witnessed:

_____

Zyscovich, LLC.
(Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As To Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Approved As To Form and Legality: _____, General Counsel

Superintendent of Schools _____

School Board Chairman: _____

Witness: _____

EXHIBIT A

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	Jeffery Medwetz
SBMC Project Assistant	Tina Lundy
Architect	Zyscovich, LLC 550 N. Reo Street, Suite 300 Tampa, FL 33609 Attn: Alexander Perez
Civil Engineers	Foley/Kolarik 503 8th Avenue West Palmetto, FL 34221 Attn: John Foley
Structural Engineer	TLC Engineering Solutions 4890 W. Kennedy Blvd., Suite 250 Tampa, FL 33609 Attn: Lawrin Ellis
Mechanical Engineer	TLC Engineering Solutions 7210 Kyle Court Sarasota, FL 34240 Attn: Lawrin Ellis
Electrical Engineer	TLC Engineering Solutions 7210 Kyle Court Sarasota, FL 34240 Attn: Lawrin Ellis
Construction Manager	Charles Perry Partners, Inc. 10150 Highland Manor Drive, #135 Tampa, FL 33610 Attn: Randy Fitkin
SBMC Instructional Member	Nicole Williams
SAC Member	To Be Determined

EXHIBIT B

PERIODIC SITE VISITS

The A/E shall make a minimum of 20 site visits, including in coordinating with A/E Consultants and the CM as necessary, to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the Construction Documents

DISCIPLINE	NUMBER OF VISITS (minimum)
A/E	20 per project
Structural Engineer	12 per project
MEP	20 per project
Civil Engineer	10 per project
Landscape Architect	5 per project

EXHIBIT C

2.2.2.1 A/E
N Zyscovich, LLC, 550 N. Reo Street, Suite 300,Tampa, FL 33609

Classification	Title	Hourly Rate
Principals	President	$ N/A
	Vice President	$ 225.00 - $ 275.00
	Other Principals	$
	Associate Architect	$
	Senior Project Architect	$ 150.00 - $ 175.00
Supervisory	Architects	$ 150.00 - $ 175.00
	Project Manager	$ 175.00 - $ 275.00
Intern Architect	Intern Architect	$ 80.00 - $ 100.00
Interiors	Interior Designer	$ 130.00
Technical Staff	Technician I	$ 145.00
	Technician II	$ 120.00
	Historic Preservation Specialist	$ N/A
	Clerical Support Staff	$ 50.00 - $ 75.00
	Expert Testimony	$ N/A

2.2.2.2 Civil Engineer
Foley/Kolarik, 503 8th Avenue West, Palmetto, FL 34221

Classification	Hourly Rate
Principal Engineer/P.E.	$ 275.00
Project Manager/P.E.	$ 225.00
Project Engineer III/Project Manager III	$ 150.00
Project Engineer II/Project Manager II	$ 125.00
Project Engineer I/Project Manager I	$ 100.00
Designer/Technician/Const. Observ. III	$ 125.00
Designer/Technician/Const. Observ. II	$ 115.00
Designer/Technician/Const. Observ. I	$ 90.00
Draftsman/Illustrator III	$ 125.00
Draftsman/Illustrator II	$ 110.00
Draftsman/Illustrator I	$ 90.00
Administrative/Clerical	$ 65.00

2.2.2.3 Structural Engineer
TLC Engineering Solutions, 4890 W. Kennedy Blvd., Suite 250, Tampa, FL 33609

President	$ 230.00
Senior Principal	$ 190.00
Principal	$ 190.00
Senior Project Manager	$ 190.00
Project Manager	$ 155.00
Senior Design Engineer	$ 155.00
Design Engineer	$ 125.00
Senior CADD Operator	$ 100.00
CADD Operator	$ 100.00
Senior Field Representative	$ 155.00
Field Representative	$ 125.00
Clerical	$ 75.00

2.2.2.4 Mechanical, Electrical & Plumbing Engineer:
TLC Engineering Solutions, 7210 Kyle Court,Sarasota, FL 34240

Division Director/Sr. Engineer	$ 230.00
Sr. Engineer/Project Engineer	$ 190.00
Engineer II/Design Specialist	$ 155.00
Engineer I/Designer II	$ 125.00
Graduate Engineer/Designer I/Technician II/ Executive Secretary	$ 100.00
Technician I/Division Secretary	$ 100.00
Secretary/Receptionist/Clerk	$ 75.00

2.2.2.5 Landscape Architect:
Gause & Assoicates, 323 10th Avenue West, Suite 102, Palmetto, FL 34221

Principal	$ 135.00
Associate	$ 90.00
Draftsman	$ 90.00
Secretarial	$ 55.00

2.2.2.6 Other:

EXHIBIT D

A. Add to Project Description

a. Complete Renovation of existing facility

b. Demolish select structures

c. Building addition

d. Replace mechanical systems and associated piping

e. Replace plumbing systems and associated piping

f. Building envelope improvements including window, door, and insulation systems

g. Improve Technology infrastructure

h. Improve Campus Safety/Security

i. Replace Life Safety Systems including fire alarm

j. Site improvements including storm water

k. Improve on-site traffic queuing

AGENDA ITEM NO. 10.23

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Oneco Elementary School Renovations - Agreement Between Owner and Charles Perry Partners, Inc. - Preconstruction Services, in the Amount of $72,800.00

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and Charles Perry Partners, Inc. This agreement authorizes the pre-construction services required to assist in the design, budget, and scheduling with the Project team for the construction of the addition and renovations at Oneco Elementary School. The scope of work will include, but not be limited to a complete renovation of the existing facility, minor non-student station capacity buildings, select demolition at existing structures, building addition, replacing mechanical systems and associated piping, replacing plumbing systems and associated piping, building envelope improvements including window, door, and insulation systems, improve Technology infrastructure, improve Campus Safety/Security, replace Life Safety Systems including fire alarm, site improvements including stormwater and improve on-site traffic queuing.

Oneco Elementary School Classroom Renovation Summary Sheet is attached for reference.

This project was included in the Educational Plant Survey.

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of Oneco Elementary School Renovations - Agreement between Owner and Charles Perry Partners, Inc. - Preconstruction Services, in the amount of $72,800.00.

Financial Impact
The construction management fee for preconstruction services is not to exceed $72,800.00 and is included in the total project budget requirement of $28,300,000.00. A Guaranteed Maximum Price Proposal will be completed after the construction documents are developed**. This project is funded by Certificates of Participation Series 2021A Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Oneco ES Renovations Project Summary Sheet
Oneco ES Renovations CM Precon Agreement

ONECO ELEMENTARY SCHOOL RENOVATION PROJECT

PROJECT DIRECTOR: Jeff Medwetz
PROJECT ASSISTANT: Tina Lundy

ARCHITECT/ENGINEER:	Zyscovich, LLC.	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	Charles Perry Partners, Inc.	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	TBD	
PROJECT BUDGET:	$28,300,000.00	07/26/2022 Original Project Budget

HISTORY: Oneco Elementary School was reconstructed and added to in 1994 (Buildings 1,2,3,4,6,8,9,10 and 11). In 1995, Building 5 was built. In 1998, modifications were made to the mechanical systems. In 2002, minor modifications were made to the storm water management systems. In 2016, the demolition of Building 5 was replaced by new metal portables for the projected enrollment. In 2018, renovations were made to the admininstration/reception office for improved campus entry.

SCOPE: The scope of work will include, but not be limited to: Complete Renovation of the existing facility, demolish of select structures, minor non-student station capacity buildings, replacing mechanical systems and associated piping, replace plumbing systems and associated piping, building envelope improvements including window, door, and insulation systems, improve Technology infrastructure, improve Campus Safety/Security, replace Life Safety Systems including fire alarm, site improvements including stormwater and improve on-site traffic queuing.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Yes

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 22, 2022	Approved	Selection Process
Agreement:	1,678,768.00	July 26, 2022	Pending	Architectural / Engineering Services
TOTAL	$1,678,768.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 22, 2022	Approved	Selection Process
Agreement:	72,800.00	July 26, 2022	Pending	Pre-Construction Services
TOTAL	$72,800.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	Date		
Agreement:	$0	Date		
Amend #1:	$0	Date		
TOTAL	$0.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Easements:	$0	Date		
Utility Connections:	$0	Date		
Utility Agreements:	$0	Date		
Interlocal Agrmts:	$0	Date		
TOTAL	$0.00			

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

SBMC CONTRACT NO: _____

PROJECT NAME AND LOCATION: Oneco Elementary School - Renovations
5214 22nd St Ct E
Bradenton, Florida 34203
Manatee County, Florida

PROJECT DESCRIPTION AND SCOPE OF WORK: The scope of work will include, but not be limited to a complete renovation of the existing facility, minor non-student station capacity buildings, demolish of select structures, building addition, replacing mechanical systems and associated piping, replace plumbing systems and associated piping, building envelope improvements including window, door, and insulation systems, improve Technology infrastructure, improve Campus Safety/Security, replace Life Safety Systems including fire alarm, site improvements including stormwater and improve on-site traffic queuing. (hereinafter, the "**Scope of Work**") Exhibits A through F, further defining the Scope of Work, are attached hereto and incorporated herein by reference.

TOTAL PROJECT BUDGET: The Total Project Budget is **$28,300,000.00** and is comprised of the following:

1. Design Services	$ 1,678,768.00
2. Construction Services	$ 20,800,000.00
3. Owner Services	$ 5,248,232.00
4. FF&E and Technology	$ 573,000.00
TOTAL PROJECT BUDGET:	$ 28,300,000.00

ANTICIPATED NOTICE TO PROCEED: TBD

SUBSTANTIAL COMPLETION: TBD

FINAL COMPLETION: TBD

ARCHITECT/ENGINEER ("**A/E**"): Zyscovich, LLC.
550 N. Reo Street, #300
Tampa, Florida 33609
Office: (813) 526-7760
Email: aperez@zyscovich.com

CONSTRUCTION MANAGER ("**CM**"): Charles Perry Partners, Inc.
10150 Highland Manor Drive, #135
Tampa, Florida 33610
Office: 813.979.9577
Email: randy.fitkin@cppi.com

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT is made this 27th day of July in the year 2022 by and between the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA ("**Owner**") and the **Charles Perry Partners, Inc., 10150 Highland Manor Drive, #135, Tampa, Florida 33610 Federal Tax ID Number 45-1601307, General Contractor License Number CGC1519789** ("**Construction Manager**" or "**CM**"), for CM to perform all work in connection with the management and construction of **Renovations** (the "**Work**"), located at **Oneco Elementary School** (the **"Project"**), said Work being set forth in the plans and specifications prepared by **Zyscovich, LLC,** the Architect and/or Engineer of Record ("**A/E**"), and all other Contract Documents hereafter specified. The Owner and the CM, for the consideration set forth herein, agree as set forth below:

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

1.1 Relationship of Parties

1.1.1 The Construction Team

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

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

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

1.1.2 The CM

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

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

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

1.1.2.4 CM represents and warrants that it is authorized to do business in Florida where the Project is located and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project and that it is familiar with the local

and special conditions under which the Work is to be performed and has, or prior to the submission of the GMP Proposal will have, correlated onsite observations with the requirements of the Contract Documents.

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

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

1.2 Extent of Agreement

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

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

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

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

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

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

1.2.7 This Agreement shall not be recorded.

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

1.3 Definitions

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

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

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

1.3.4 "**Owner Construction Services Budget**" is comprised of Owner's funds that are budgeted, requested and available for the construction of the Project and is **$20,800,000.00,** including the CM Fee and Cost of Work as further identified below:

Construction Costs	$	TBD
General Conditions	$	TBD
Overhead and Profit (CM Fee)	$	TBD
Preconstruction	$	72,800.00
Unforeseen Conditions	$	TBD
Bond	$	TBD
TOTAL	$	72,800.00

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

1.3.5.1 Preconstruction Phase Services

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

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

1.3.5.2 Construction Phase Services

(a) With respect to the Construction Phase Services to be provided by CM in Stage IV, as herein defined, Owner shall reimburse CM for the Cost of Work (as that term is defined hereafter), and pay CM a fixed Construction Management Fee of $TBD based on the Cost of Work,

excluding stored materials, Reimbursable Costs, retainage, and costs for insurance and bonds, established at the time the GMP is set by the parties (the "**CM Fee**"). The CM Fee shall be the CM's total compensation for all overhead not reimbursable as the Cost of Work, as defined herein, as well as the CM's total profit for Construction Phase Services.

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

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

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

(b) The Agreement, not including the Exhibits;

(c) Exhibits to the Agreement; and

(d) All other Contract Documents.

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

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

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

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

ARTICLE 2
CM SERVICES

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

2.1.1 Stage I – District Project Planning

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

2.1.2 Stage II – Project Budget Endorsement

2.1.2.1 The first ranked A/E and CM shall:

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

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

2.1.2.2 Project Schedule

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

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

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

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

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

2.1.2.3 CM shall familiarize itself thoroughly with the evolving plans and

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

2.1.2.4 Construction Cost Estimate

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

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

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

(2) Phase II Design Development – systems selected

(3) Phase III Construction Documents:

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

ii. 100% Drawings – issuance of final GMP Proposal

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

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

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

2.1.2.5 Stage III – Project Design and Development

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

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

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

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

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

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

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, provide evidence prohibiting the commitment.

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

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

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

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

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

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

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

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

2.1.2.6 Guaranteed Maximum Price (GMP) Proposal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1.2.7 Bonds

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

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

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

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

2.1.3 Stage IV – Project Construction and Warranty

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

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

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

(1) Award a subcontract;

(2) Undertake the Work with CM forces; or

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

2.1.3.2 Construction Schedule

(a) Within thirty calendar (30) days after the receipt of the Notice to Proceed, the CM shall prepare a Construction Schedule and submit the schedule to the A/E and Project Director for approval. The Construction Schedule shall graphically depict the sequence and duration of all activities required to satisfactorily finish the Project. The Construction Schedule shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions.

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

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

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

to describe the CM's plan to complete the remaining Work by the required milestone date.

2.1.3.3 Bidding and Subcontracts

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

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

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

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

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

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

2.1.3.4 CM Construction Services

(a) Prior to the commencement of Work, CM may attend a preconstruction conference with Owner and A/E and others, as appropriate for the particular needs of the Project, to discuss the Project Schedule, procedures for handling shop drawings and other submittals, and for

processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, CM shall attend any and all meetings convened by Owner or A/E with respect to the Project, when directed to do so by Owner or A/E. CM shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by Owner or A/E.

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

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

(d) Supervision and Contractor Representative

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

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

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

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

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

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

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

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

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

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

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

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

(5) Submittals:

i. CM shall carefully examine the Contract Documents including

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

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

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

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

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

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

Project.

(f) Safety

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

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

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

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

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

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

2.1.3.5 The CM shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner shall be afforded access to the CM's records, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and all other data relating to the Project at any and all times during normal business hours upon request by Owner. The CM shall preserve all records and supporting documentation that relate to the Work for a period of three (3) years after final payment, or for longer period as may be required by law. CM shall likewise require all subcontractors to retain all Project records and supporting documentation. The Owner's right to audit, inspect and copy Project records and documentation of CM shall survive completion and/or termination of the Agreement. If at any time, Owner conducts such an audit of CM's records and documentation and finds that CM overcharged Owner, CM shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such

interest to be established at the rate of twelve percent (12%) per annum). If the Overcharged Amount is equal to or greater than Ten Thousand and No/100 Dollars ($10,000.00), CM shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of CM. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing CM with regard to the Project or under any other agreement between CM and Owner. If such amounts owed CM are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then CM hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of Work.

2.1.3.6 Hazardous Materials and Substances

(a) In the event hazardous materials such as asbestos or polychlorinated biphenyl (PCB) are encountered at the Project site that were not specifically noted in the Construction Documents, the CM shall immediately stop Work in the affected area and shall notify the Owner and the A/E in writing of the suspected material within forty-eight (48) hours of discovering same.

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

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

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

2.1.3.7 Emergencies

(a) CM shall take immediate action to prevent injury to any person and injury to any property (including the Work and any adjacent property)

which otherwise might arise from an emergency event at the Project site. Property damage includes environmental impacts to the ground, air, and water.

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

(b) If A/E determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order or Amendment shall be issued to document the consequences of the changes or variations. If CM fails to provide the forty-eight (48) hour written notice noted above, CM shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time. CM is obligated to promptly report in writing to Owner all accidents relating to the Work that result in any personal injury or property damage. The notice procedures contained in this Section control over any conflicting notice periods herein.

2.1.3.8 Final Completion

(a) Warranties

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

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

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

(4) In addition to all other rights and remedies available to Owner at law or in equity, including any implied warranties Owner may be entitled to as a matter of law, CM expressly warrants to Owner that

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

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 The Owner shall provide full information, in a timely manner, regarding the requirements of the Project, including a program setting forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems and site requirements.

3.1.1 The Owner shall establish a Total Project Budget that includes the cost of all Design, Construction and Owner Services. The Total Project Budget shall include contingencies for changes in the work conditions and other costs, which are the responsibility of the Owner.

3.1.2 The Owner shall furnish (unless other provisions are made) the following with reasonable promptness and at the Owner's expense, and the CM shall be entitled to rely on this information:

3.1.2.1 Reports, surveys, drawings and tests concerning the conditions of the site;

3.1.2.2 Surveys describing physical characteristics, legal limitations and utility locations for the project site; and

3.1.2.3 The services of geotechnical engineers when such services are required for site evaluation

3.2 The Owner shall designate a Project Director that will be fully acquainted with the Project and shall define the lines of Owner authority to approve construction budgets and changes in the Project within the Owner approved Scope of Work and Project Budget.

3.3 The Owner shall retain the A/E for design and to prepare Construction Documents for the Project. The duties and responsibilities of A/E are described in the Agreement Between the Owner and the A/E, a copy of which will be furnished to CM. The Agreement between the Owner and A/E shall not be modified without written notification to the CM.

3.4 The Owner's anticipated Sustainable Objectives for the Project are TBD. **Exhibit TBD,** attached hereto and incorporated herein, defines the terms, conditions and services related to the Owner's Sustainable Objectives.

ARTICLE 4
PERMITS, LICENSES, INSPECTIONS AND TAXES

4.1 Code Compliance

4.1.1 A reviewing authority must approve the final Construction Documents for code compliance and issue the appropriate building permit(s) prior to beginning Work. All changes to the Construction Documents shall be reviewed and approved by the same authority.

4.2 Code Inspections

4.2.1 All components of the Project require detailed code compliance and Construction Document inspections during construction including, but not limited to structural, mechanical, electrical, plumbing and general building as well as threshold inspections where required.

4.2.2 The inspecting authority will provide inspection personnel. The Project Director will provide to the CM names, addresses, email addresses, and telephone numbers of the inspecting authorities. The CM shall notify the appropriate inspector(s) no less than 24 hours in advance of the required inspection.

4.2.3 All Work scheduled for inspection shall be ready for inspection and inspected prior to the work being concealed. Work not inspected and not approved prior to concealment shall be revealed for inspection when directed by the Owner of designated inspecting authority.

4.2.4 All costs associated with inspecting prematurely concealed work shall be borne by the CM.

4.3 Taxes

4.3.1 CM shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

4.3.2 CM shall comply with and fully implement the sales tax savings program with respect to the Work.

4.3.3 Direct Purchasing – Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and wishes to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work.

ARTICLE 5
SUBCONTRACTS

5.1 A subcontractor is a person or organization who has a direct contract with the CM to perform specific work at the jobsite. Nothing in the Contract Documents shall create any contractual relationship between the Owner, A/E or any other subcontractor.

5.2 By appropriate written agreement, the CM shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the CM by the terms of the Contract Documents, and to assume toward the CM all obligations and responsibilities which the CM by these documents, assumes to the Owner and the A/E. The CM shall provide the Owner copies of the subcontractor bonds or evidence that bonds have been acquired. All increases and decreases to the Project shall be documented in the bond. CM requested payments for work completed will be withheld until all documentation of bonds is received.

5.3 Requirements

5.3.1 On all subcontracts exceeding $100,000.00 the CM may require subcontractors to provide a 100% performance bond and a 100% payment bond from a surety company authorized to do business in the State of Florida by the Department of Insurance. If the CM wishes to award subcontracts to contractors unable to supply this bonding, CM shall request special authorization from the Owner.

5.3.2 The subcontractor must have successfully completed no less than two projects of similar size and complexity within the last five (5) years unless this requirement is waived by Owner, A/E and CM. Similar projects completed by the subcontractor will be indicated on the scope of work sheet by the CM.

5.3.3 Subcontractor is required to be licensed per Chapter 489 and shall provide proof of licensing prior to start of work. Proof of subcontractor licensure shall be provided electronically to the Owner.

5.3.4 All Subcontracts shall provide:

5.3.4.1 That the Owner will be an additional insured on all insurance policies required to be provided by the subcontractors except workman's compensation and professional liability, if applicable;

5.3.4.2 That all warranties will be assigned directly to Owner;

5.3.4.3 That the Work being performed pursuant to such subcontract be performed in accordance with the requirements and intent of the Contract Documents and provide for retainage as specified within this Agreement;

5.3.4.4 For submission of Applications for Payment in form acceptable to Owner, together with reasonable backup and supporting information and, if requested by Owner, Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond, in the forms required by the Agreement, from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

5.3.4.5 That subcontractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders,

regulations and requirements applicable to the Project, including those dealing with safety (including the Trench Safety Act, Chapter 553, *Florida Statutes*).

5.3.4.6 That the subcontractor will resolve all disputes involving Owner in the same manner as provided in the Agreement;

5.3.4.7 That, upon Owner's request, subcontractor will provide proof of such insurance and additional insured endorsements to Owner;

5.3.4.8 Limitation of Remedy – No damages for delay – that subcontractors' exclusive remedy for delay in the performance of the Work required by the Agreement caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or A/E and claims based on breach of the Agreement or negligence, shall be an extension of Contract Time; and

5.3.4.9 That, in the event of a change in the Work that is performed by Subcontractors or sub-subcontractors, a maximum of fifteen percent (15%) markup shall be permitted for each of the Subcontractors for all overhead and profit on Subcontractor's direct labor and material costs and actual equipment costs as follows: (i) ten percent (10%) markup for that portion of the Work to be performed by a Subcontractor with its own forces; and (ii) ten percent (10%) markup for that portion of the Work to be performed by a sub-subcontractor with its own forces, or any lower tier of subcontractor, plus five percent (5%) for the Subcontractor. The total combined Change Order fee for Subcontractor and all sub-subcontractors shall not exceed fifteen percent (15%). A detailed breakdown, with necessary backup, shall be provided. Subcontractors, and sub-subcontractors, shall agree that the foregoing constitutes their sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies or claims for increases in the Contract Amount, damages, losses or additional compensation.

ARTICLE 6
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

6.1 **Reimbursable Costs**

6.1.1 In consideration of the performance of the Agreement, the Owner will pay the CM for the following listed items, which shall all be considered as reimbursable costs of work for the Project ("**Reimbursable Costs**"). The CM shall prepare a complete listing of Reimbursable Costs items with appropriate pricing and the agreed upon total of these items shall be included within the GMP for the Project. These items will be billed monthly and will require back up acceptable to the Owner. Any items not listed are subject to approval by the Owner.

6.1.2 List of Reimbursable Costs:

- Wages or salaries of CM's supervisory JOBSITE personnel (excluding those costs identified within Section 6.3.1.6)
- Wages or salaries of CM's administrative JOBSITE personnel (excluding those costs identified within Section 6.3.1.6)

- Wages or salaries of JOBSITE construction workers directly employed by the CM to perform Work (excluding those costs identified within Section 6.3.1.6)
- Site engineering, including layout and grades
- Materials testing
- Security services
- Janitorial services
- Scheduling services
- Drawings and printing costs
- Software costs required for the Project
- Field office trailer, utilities and internet
- Field office supplies and equipment to be transferred to Owner upon Final Completion except for those items that are rented
- Telephones
- Site communications (radios)
- Miscellaneous permits and fees
- Project photos including those requested by Owner
- Postage
- Auto expenses to be determined between CM and Owner based upon the size, scope and duration of the Project
- Project signs, including plaques if applicable
- Personal protective equipment
- On-site and off-site storage containers necessary for Project (i.e. Pod containers, storage facility costs, etc.)
- Temporary fencing
- Temporary roads and walks
- Temporary barricades
- Temporary stairs and landings
- Temporary partitions
- Temporary toilets
- Temporary sanitary lines
- Temporary utilities including power, water, sewer, gas – prior to Substantial Completion
- Drinking water
- Costs for safety requirements
- Temporary water service – prior to Substantial Completion
- Temporary fire protection
- Dewatering and drainage
- Clean-up
- Final cleaning services
- Dumpsters
- Small tools (to be turned over to the Owner at Final Completion of Project except for those items that are rented)
- Equipment maintenance and repair subject to Owner's approval of costs
- Fuel, oil and grease for equipment (not auto expenses) related to the Project
- Freight
- Costs of administration of the direct material purchase ("**DMP**") program
- Rental charges of all necessary machinery and equipment including office equipment used at the site whether rented from the CM or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs

- Cost of labor, material and equipment required for handling, storing, placing and affixing Owner-furnished material and equipment, not DMP items

Total "Not to Exceed" cost of Reimbursable Costs **$ TBD**

6.1.3 Reimbursable Costs shall only be adjusted with prior written approval from the Owner and the CM.

6.2 **CM Fee (Overhead and Profit)**

6.2.1 The Owner shall pay to the CM the CM Fee as defined in Section 1.3.5.2(a) based on the Cost of Work, which is established at the time the GMP is set by the parties.

6.2.2 The total amount of the CM Fee as set forth in Section 1.3.5.2(a) shall be paid proportionally to the Cost of Work in place, excluding stored materials and less retainage.

6.3 **Cost of Work**

6.3.1 The Owner shall pay the CM for the following items, which comprise the "**Cost of Work**":

6.3.1.1 Reimbursable Costs per Article 6.1;

6.3.1.2 General Conditions expenses as defined in Section 2.1.2.6(b). Labor costs that are itemized as Reimbursable Costs may be included within General Conditions expenses, whether or not specifically noted as such, and are not to be billed separately as Reimbursable Costs. CM shall promptly report to Owner any occasion in which the labor/payroll rates paid to personnel is lower than the estimated price included within the GMP Amendment related to the General Conditions expenses. Owner reserves the right to audit CM's payroll and CM shall promptly make available to Owner all records necessary for such purpose;

6.3.1.3 Cost of all materials, supplies and equipment incorporated in the Work or stored on the Project site, including transportation and storage thereof. At the Owner's discretion, the Owner will make payments for materials, supplies or equipment stored off-site and bonded;

6.3.1.4 Costs of the subcontractors for their work completed in accordance with subcontracts with the CM;

6.3.1.5 Sales, use, gross receipt, and similar taxes related to the Work imposed by any governmental authority for which the CM is liable;

6.3.1.6 Cost of contributions, assessments or taxes incurred during the performance of the Work for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries or other remuneration paid to employees of CM, are included within the Cost of Work at the blended rate of 45**%** of wages and 35**%** of salaries. Unreasonable components of labor burden incurred for the Project (related to wages of CM personnel) as determined by the A/E and Owner including, but not limited to, excessive bonuses, excessive pension/profit sharing costs, excessive retirement costs, club dues, automobile expenses,

training/seminars, uniforms and administrative support shall not be reimbursed. Reasonable components of labor burden include payroll taxes (FICA, SUTA, FUTA), insurance (health, life, dental, disability), retirement plan up to 4%, and workers compensation (reimbursement shall be based on the actual rate for each person charged to the Project and shall include modifiers and discounts);

6.3.1.7 Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of 0.635% of the GMP amount or the invoice amount and General Liability insurance will be charged at the rate of 0.526**%** of the GMP amount or the invoice amount), which CM is required by the Contract Documents to purchase and maintain and/or CM requires, including cost of Performance and Payment Bonds for subcontractors and/or suppliers. To the extent permitted by applicable law, all premiums for any insurance and bonds required for the Project shall reflect the net actual costs to the CM after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, rebates, refunds, etc. The CM's actual cost for insurance and bonds directly attributable to this Agreement shall be considered to be included within the GMP, but shall not be included in the amount for purposes of calculating the CM Fee, and shall be charged at the actual rate paid by CM, provided that such rate shall not exceed the amount allocated to these expenses in the GMP. Prior to Final Payment, CM shall procure and/or provide to Owner any and all documentation requested evidencing net actual costs for insurance and bonds for the Project to the CM;

6.3.1.8 Permit fees, licenses, royalties, and deposits lost for causes other than CM's negligence;

6.3.1.9 Costs incurred due to an emergency related to the Project, which affects the safety of persons and property for causes other than CM's negligence;

6.3.1.10 Costs of correction of the Work that are not attributable to negligence or willful or wanton misconduct of CM or subcontractors shall be submitted to the Owner for review and consideration of reimbursement;

6.3.1.11 For all Preconstruction Phase Services as defined herein and including, but not limited to, attending meetings, programming, providing schematic and design development estimates, constructability reviews, pricing alternates and value engineering, prequalifying subcontractors, developing subcontractor bid packages and preparing the GMP, CM shall receive Preconstruction Costs in the amount of 0.35% of the anticipated Construction Cost Estimate as the total compensation for Preconstruction Services. CM shall invoice Preconstruction Costs monthly and such costs shall be based upon the percent completion of the designated portion of the Preconstruction Services for each particular month as determined by Owner and an itemized statement of reimbursable expenses incurred for such month, respectively, and Owner's receipt of CM's written invoice for such payment. CM's invoices shall be in a form reasonably acceptable to Owner and be accompanied by such other information, documentation, and materials as Owner may reasonably require. The final invoice for Preconstruction Services shall not be submitted until either (i) the GMP

Amendment is executed for the entire Work but prior to construction starting, or (ii) the parties fail to reach agreement on the GMP Amendment and Owner elects to terminate the Agreement as provided herein, whichever occurs first; and

6.3.1.12 Costs associated with the Investigative Report in the total amount of **$__NA_____** will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

6.3.1.13 Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1 above:

Safety Awards	(to be billed at 0.04**%** of the Contract Amount)
General Liability Insurance	(to be billed at 0.526**%** of the Contract Amount)
Performance and Payment Bond (CM)	(to be billed at 0.635**%** of the Contract Amount)
Builder's Risk Insurance	(to be billed at Invoice Amount)
Preconstruction Costs	(to be billed per 6.3.1.11)

6.4 **Costs Not to Be Reimbursed**

6.4.1 The Cost of Work shall not include:

6.4.1.1 Salaries and other compensation of the CM's personnel stationed at the CM's principal office or offices other than the JOBSITE office;

6.4.1.2 Expenses of the CM's principal office and offices other than the JOBSITE office;

6.4.1.3 Off-site overhead and general expenses;

6.4.1.4 The CM's capital expenses, including interest on the CM's capital employed for the Work; and

6.4.1.5 Special items outlined in **Exhibit F**.

ARTICLE 7
UNFORESEEN CONDITIONS FUND

7.1 The unforeseen condition fund within the GMP shall be 3-5% of the construction cost and shall be used at the discretion of the Owner. Notwithstanding anything to the contrary herein, the fund will be spent only for changes due to unforeseen conditions, Owner requests, alternatives, items initially value engineered that may be able to be added back to the scope of Project and other legitimate costs of the Project. The CM shall maintain a current listing of the unforeseen conditions transactions and it shall be available to the Construction Team at all times. To the extent the amount of Unforeseen Conditions Fund is insufficient to cover the costs of the additional work attributable to the Unforeseen Condition, the Owner may issue a Change Order or Amendment under Article 8 herein to cover any excess costs. Unspent unforeseen condition funds shall be returned to Owner if not used on the Project.

7.2 If a dispute arises in connection with CM's claim of unforeseen conditions, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

ARTICLE 8
CHANGES IN THE PROJECT

8.1 Change Orders and Amendments

8.1.1 The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions. All changes in the Project, which are not authorized expenses under the Unforeseen Conditions Fund under Article 7 herein shall be authorized by Change Order or Amendment and signed by the Owner before the change is implemented. The GMP and the construction completion date will be adjusted only in accordance with an approved Change Order or Amendment. Except in an emergency endangering life or property, no additions, deletions or other revisions shall be made except upon written order of Owner as described herein, and Owner shall not be liable to CM for any increased compensation or adjustment to the completion date without such written order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be a basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents. All Change Orders and Amendments shall be approved by the Owner. CM agrees to provide, and shall require all Subcontractors to provide, accurate and sufficient cost data to enable Owner to evaluate the appropriate value of all labor, materials and equipment associated with the Change Order including labor by hours and rate, materials, supplies, taxes and insurance and any other reasonable documentation requested by the Owner.

8.1.2 A Change Order or Amendment is a written order to the CM signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, CM's fee, or the construction completion date. Each adjustment in the GMP resulting from a Change Order or Amendment shall clearly identify the amount attributable to the addition, deletion or other revision.

8.1.3 In the event a requested change is approved by Owner that results in either an increase or decrease to the Contract Amount, a Change Order or Amendment shall be issued, which increases or decreases the GMP by the full amount of CM's actual direct and indirect costs including overhead and profit and general conditions that are to be paid to CM and Subcontractors or sub-subcontractors. Such Change Order or Amendment shall be supported by full documentation of all costs in an itemized cost estimate including labor by hours and rate, materials, supplies, taxes and insurance, and any other documentation required to allow Owner to properly evaluate the cost estimate. The costs of such Change Order or Amendment shall be determined in accordance with Section 5.3.4.9 above as it relates to mark-ups for Subcontractors and sub-subcontractors and/or in one or more of the following ways:

8.1.3.1 By mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation by the A/E and Project Director;

8.1.3.2 By unit prices stated in the agreement or subsequently agreed upon;

8.1.3.3 By costs defined in Article 6 and a mutually acceptable fixed or percentage fee; and/or

8.1.3.4 By the method in Article 8.2.

8.2 If the above methods in 8.1.3.1 through 8.1.3.3 are not agreed upon, the CM, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order or Amendment is issued under these conditions, the A/E will establish an estimated cost of the work and the CM shall not perform any work whose cost exceeds that estimate without prior written approval of the Owner.

8.3 Claims for Additional Cost or Time

8.3.1 All claims for additional cost or time shall be made by a request for Change Order or Amendment within fourteen (14) days of the date, or within a time period otherwise agreed to by Owner in writing, the CM knew or reasonably should have known of the circumstance that may, in CM's opinion, be a change to the Project that justifies a Change Order or Amendment. Only delays that are determined to extend the critical path in the Construction Schedule will result in a time extension.

8.4 Minor Changes

8.4.1 The A/E will have authority to order minor changes in the Project not involving an adjustment to the GMP or any extension of the construction completion date and consistent with the intent of the Construction Documents. Such changes shall be effectuated by written approval of the Owner and CM. Documentation of the changes shall be determined by the Construction Team.

ARTICLE 9
DISCOUNTS AND PENALTIES

9.1 All discounts for prompt payment shall accrue to the Owner to the extent the cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the CM. To the extent permitted by applicable law, all trade discounts, rebates and refunds including, but not limited to insurance premiums, and all returns from sale of surplus material and equipment shall belong to the Owner regardless of when issued and shall be credited to the cost of the Project. To the extent that any discounts, rebates and refunds occur or accrue subsequent to Final Completion of the Project, such funds shall be paid to Owner within fifteen (15) days of receipt by CM. All penalties incurred due to the fault of the CM for late payment of the cost of the Project, except, late payments by Owner, will be paid by the CM.

9.2 Savings will be computed as of the date of Final Completion and shall consist of the difference between (1) the GMP (as it may be adjusted in accordance with the terms of the Contract Documents) and (2) the total aggregate sum of the Cost of Work plus the CM Fee paid by Owner and shall accrue to the sole benefit of Owner. A deductive Change Order or Amendment shall be issued reducing the GMP by the amount of such savings. For the avoidance of doubt, any savings obtained may not be moved to the Unforeseen Conditions Fund or be used to offset cost overruns in other items within the GMP without prior written consent of the Owner.

ARTICLE 10
CONTRACT TIME, TIME EXTENSIONS AND LIQUIDATED DAMAGES

10.1 Contract Time and Extensions

10.1.1 CM shall diligently pursue the completion of the Work and coordinate the work being done on the Project by its subcontractors and materialmen, as well as coordinating its work with all work of others at the Project site, so that its work or the work of others shall not be delayed or impaired by any act or omission by CM or anyone for whom CM is responsible or liable.

10.1.2 Should CM actually be obstructed or delayed in the critical path of the prosecution of, or completion of, the Work as a result of unforeseeable causes: (a) beyond the control of CM, (b) not due to CM's fault or neglect, and (c) which could not be avoided by the exercise of reasonable diligence, including: (i) acts of God or of the public enemy, (ii) acts of government, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine regulation, (vii) strikes, (viii) lockouts, or (ix) weather conditions abnormal for the period of time (as defined below) which exceed the aggregate number of days allotted for adverse weather conditions in CM's schedule approved by Owner, CM shall notify Owner and A/E in writing within five (5) days after the commencement of such delay, unless otherwise agreed to between the parties in writing, which time period shall control over any conflicting time periods specified elsewhere herein, stating the cause or causes thereof, or be deemed to have waived any right which CM may have had to request a time extension therefor. "Abnormal for the period of time" for purposes of this Section means rain or bad weather (e.g. named tropical storms or hurricanes), only when such rain or bad weather is in excess of the ten (10) year average for that specific period of time (from its commencement to its conclusion, as compared with the historical data for that same period) as published by the National Oceanic and Atmospheric Administration for the area where the Project is located.

10.1.3 CM's Construction Schedule shall allow the number of days it deems necessary for rain and bad weather when CM prepares its schedule and not every day of adverse weather conditions abnormal for the period of time shall be grounds for an extension of time. CM and Owner acknowledge that any Project site rain gauge measurements will not be relied upon for determining rain fall amounts. CM shall use commercially reasonable efforts to mitigate the effects of any delays described in this Section so as to minimize any effect on the schedule for completion of the Work.

10.1.4 No Damages for Delay – CM's exclusive remedy for delay in the performance of the Work required by the Agreement caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or A/E and claims based on breach of the Agreement or negligence, shall be an extension of Contract Time. CM expressly acknowledges and agrees that it is not entitled to receive damages for delay. However, if final completion of the Work is materially delayed through no fault of the CM and CM suffers direct costs from such delay, CM may submit a proposed Change Order or Amendment to Owner for consideration.

10.2 Liquidated Damages

10.2.1 It is hereby understood and mutually agreed, by and between CM and Owner, that the Contract Time for completion of the Work indicated in the Contract Documents is a reasonable time period in which to complete the Work and achieve Substantial and Final Completion for the Project.

10.2.2 Time is of the essence in this Agreement. Owner and CM recognize that Owner will suffer financial loss if the Work associated with the Construction Phase is not substantially completed within the time specified in the GMP Amendment, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public and enhance the delivery of valuable education to the public, in Manatee County, Florida.

10.2.3 It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from CM, if CM fails to achieve Substantial Completion of the Work within the required Contract Time. Should CM fail to achieve Substantial Completion of the work within the Contract Time or as otherwise required by the Contract Documents, the Owner shall be entitled to assess as liquidated damages, but not as a penalty, against CM and/or its Surety, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing each calendar day until the actual date of Substantial Completion is achieved.

Contract Amount			**Liquidated Damages Per Calendar Day**
$1,000	to	$20,000	$100
20,001	to	75,000	200
75,001	to	150,000	500
150,001	to	350,000	750
350,001	to	750,000	800
750,001	to	1,000,000	1,000
1,000,001	to	2,000,000	1,200
2,000,001	to	3,000,000	1,500
3,000,001	to	4,000,000	1,600
4,000,001	to	5,000,000	1,700
5,000,001	to	6,000,000	1,800
6,000,001	to	7,000,000	1,900
7,000,001	to	8,000,000	2,000
8,000,001	to	9,000,000	2,100
9,000,001	to	10,000,000	2,200
10,000,001	to	11,000,000	2,300
11,000,001	to	12,000,000	2,400
12,000,001	and over		2,500

10.2.4 The Liquidated Damages amount per calendar day are fixed and agreed upon by and between the CM and the Owner because of the impracticality and difficulty of ascertaining actual damages the Owner will sustain. It is agreed that the liquidated damages amount per calendar day is adequate to cover damages, which the Owner will sustain by reason of inconvenience, loss of use, loss of monies, and additional costs of contract administration by the A/E and Owner.

10.2.5 Permitting the CM to continue to finish the Work or any part of the Work after time fixed for its completion or after date to which time for completion may have been extended shall in no way constitute a waiver on the part of the Owner of any rights under the Agreement.

10.2.6 Owner may deduct liquidated damages prescribed in this section from any unpaid amounts then or thereafter due CM under the Agreement and any liquidated damages not

so deducted shall be payable to Owner by CM upon demand by Owner plus interest from the date of demand at the maximum legal rate of interest until paid.

10.2.7 It is further mutually understood and agreed that Owner's assessment of liquidated damages for delays is intended to compensate Owner solely for CM's failure to substantially complete the Work in the Contract Time and shall not release CM from liability from any other breach of Agreement requirements.

10.2.8 If the liquidated damages set forth herein are deemed unenforceable for any reason, Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of CM's failure to achieve Substantial Completion of the Work.

10.2.9 Liquidated Damages shall be assigned to the CM if punch list items have not been completed within ninety (90) days after Substantial Completion. The value of punch list items shall be determined by the A/E and multiplied by two (2). This value shall be withheld until the item has been completed. In addition, the Owner may obtain the services of others to complete unfinished punch list items after ninety (90) days have expired. Costs for this work shall be deducted from the CM's final payment. Liquidated Damages for punch list items shall commence on the ninety-first (91st) day after Substantial Completion and accrue until the final Application for Payment has been approved by the A/E. The CM, and its Surety, shall pay to the Owner any sums hereinafter stipulated as fixed, agreed, and liquidated damages for each calendar day of delay until the punch list items are complete.

200% of Estimated Cost To Complete Punchlist			**Liquidated Damages Per Day**
$1,000	to	$25,000	$100
25,001	to	50,000	125
50,001	to	100,000	150
100,001	to	250,000	175
250,001	to	500,000	200
500,001	to	1,000,000	250
1,000,001	to	2,000,000	300
2,000,001	to	3,000,000	375
3,000,001	to	4,000,000	500
4,000,001	to	5,000,000	625
5,000,001	to	6,000,000	750
6,000,001	to	7,000,000	875
7,000,001	to	8,000,000	1,000
8,000,001	to	9,000,000	1,125
9,000,001	to	10,000,000	1,250
10,000,001	to	11,000,000	1,375
11,000,001	to	12,000,000	1,500
12,000,001	and over		$12.50 per $100,000

10.2.10 "Days" means consecutive calendar days unless a contrary intent is specifically indicated with regard to any reference to the word "days."

10.2.11 The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.

ARTICLE 11
PAYMENTS TO THE CONSTRUCTION MANAGER

11.1 Progress Payments

11.1.1 At the time it submits its GMP Proposal to Owner, CM also shall submit to Owner and A/E, for their review, a GMP Budget Summary, which will become the Schedule of Values and is based upon the GMP Proposal listing the major elements of the Work and the dollar value for each element and, if required by Owner, broken down further into the major elements of the Work to be completed during the various phases of the Work. That revised Schedule of Values, as further revised to reflect the final negotiated GMP amount and as approved by Owner, will be attached to the GMP Amendment and shall be used as the basis for CM's monthly Applications for Payment thereafter. This revised Schedule of Values shall be updated for the current month Change Orders and Amendments and submitted each month to A/E along with a completed and notarized copy of the Construction Manager's Application and Certificate for Payment ("**Application for Payment**") form attached to the Agreement as **Exhibit A**.

11.1.2 Each month, the CM shall complete and submit to the Owner the sworn, notarized CM Application for Payment attached hereto as in **Exhibit A** together with an updated Schedule of Values and cost reports required under Article 2 and **Exhibit E**, which detail all costs spent, costs accumulated, or costs incurred in completing the Work during the previous period, plus the amount of the CM Fee that is due as provided in Article 6. Owner shall pay CM any undisputed amounts of CM's Application for Payment within twenty-five (25) business days of Owner's receipt of same. General Conditions and/or General Requirements shall be paid based on the percentage of Work completed on site, with the exception of CM's initial Application for Payment which may include reimbursement for Bond costs. Owner shall have the right to verify and substantiate any amounts listed within the CM's Application for Payment. Five percent (5%) retainage, or the maximum allowed by applicable law, shall be held on all payments; however, when approved by the Owner, certain suppliers and subcontractors may be paid the entire amount due at the Owner's discretion. At the Owner's discretion, the Owner may pay CM the entire amount due without holding retainage for the CM's General Requirements, the CM's Fee, Insurance and Bond Costs. Owner reserves the right, at its sole discretion, to reduce or release any portion of such retainage prior to final payment; provided, however, nothing in this Section shall preclude or limit Owner's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law. Any reduction or release of retainage, or portion thereof shall not be a waiver of (i) any of Owner's rights to retainage in connection with other payments to CM, or (ii) any other right or remedy that Owner has under the Contract Documents, at law or in equity. Upon request, CM shall provide Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond, in the form required by the Owner.

11.1.3 In addition to the CM certifications set forth in the Application for Payment form attached as **Exhibit A**, the CM's submission of each Application for Payment to Owner shall also constitute a representation by CM to Owner that: (1) there are no liens or claims outstanding or known to exist at the date of the Application for Payment; (2) duly executed waivers and releases have been obtained from all subcontractors and suppliers for work done and materials furnished through the date of payment; and (3) such Application for Payment has not been front-end-loaded either by CM or by any of its subcontractors or suppliers (including placing a value on a line item that is in excess of its cost, increasing unit prices on early completed items while decreasing unit prices on later completed ones, and/or inflating the percentage of completion on line items).

11.1.4 All Applications for Payment to the Owner must be submitted to the Project Director at the address identified herein. Payments to CM shall in no way imply approval or acceptance of CM's work.

11.2 Payments to Subcontractors

11.2.1 The CM shall promptly, within 10 days after receipt of payment from the Owner, pay all the amount due subcontractors less a retainage of five percent (5%), or the maximum retainage amount allowed by applicable law, based on the CM's evaluation of the subcontractor's acceptable performance. If there should remain items to be completed, the CM and A/E shall list those items required for completion and the CM shall require the retainage of a sum equal to two times the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, the CM shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-builts have been submitted and instructions for the Owner's operating and maintenance personnel is complete.

11.2.2 To the extent a subcontractor has not completed the work in accordance with the Construction Documents (or CM disputes the subcontractor's invoice or pay request in good faith) and the CM notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute, the CM may withhold the disputed portion of the payment. Should the CM withhold any payment to a subcontractor, the CM shall provide a weekly report to the Owner listing all outstanding payments to subcontractors. Upon request, the CM shall return the disputed payment to the Owner and CM shall provide a credit to the costs of the Project in the CM's next Application for Payment in the amount of any interest earned on any such disputed payment.

11.2.3 Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval by the Owner, CM and A/E.

11.3 Final Payment to CM

11.3.1 Final Payment constituting the unpaid balance of the Cost of the Project and the CM's fee, shall be due and payable after the Owner has accepted occupancy of the Project, provided that the Project be then finally completed, that the CM has verified by its signature that it has completed all items specified on the attached **Exhibit C**, and that this Agreement has been finally performed. However, if there should remain work to be completed, the CM and the A/E shall list those items prior to the CM receiving final payment. The Owner may retain a sum equal to two times the estimated cost of completing any unfinished work and a portion of the CM's retainage, provided that said unfinished items are likewise listed separately. Thereafter, Owner shall pay to the CM, monthly, the amount retained for each incomplete item after each of said items is completed.

11.4 Payment requests shall be processed and paid in accordance with Part VII, Chapter 218, *Florida Statutes*, known as the Florida Prompt Payment Act, and the terms of this Agreement.

11.4.1 The parties shall develop a single list of items (or if the Project relates to construction of more than one building or structure or is multi-phased, a list of items for each building, structure or Project phase) required to render complete, satisfactory, and acceptance of the construction services. The parties shall specify a process for developing the list, including the responsibilities of Owner and CM in developing and reviewing the list and a reasonable time for developing the list:

11.4.1.1 For construction projects having an estimate cost of less than $10 million, the list shall be developed within thirty (30) calendar days after reaching Substantial Completion; or

11.4.1.2 For construction projects having an estimated cost of $10 million or more, the list shall be developed within thirty (30) calendar days, or, if extended by agreement between the parties, up to sixty (60) calendar days after reaching Substantial Completion of the construction services.

11.4.2 The list of items shall be delivered within five (5) days after the list has been developed and reviewed in accordance with the sections listed above.

11.4.3 The Final Completion date shall be at least thirty (30) days after the delivery of the list of items. If the list is not provided to the CM by the agreed upon date for delivery of the list, the Contract Time for Final Completion must be extended by the number of days the Owner exceeded the delivery date. However, damages may not be assessed against the CM for failing to complete the Project within the time required by the Agreement unless the CM failed to complete the Project within the Contract Time as extended within this Section.

11.4.4 The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the CM to complete all of the construction services under the Agreement.

11.4.5 Upon completion of all items on the list, the CM may submit a payment request for all remaining retainage withheld by the Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Agreement, the Owner may continue to withhold up to 150 percent (150%) of the total costs to complete such items.

11.4.6 All items that require correction under the Agreement and that are identified after preparation and delivery of the list remain the obligation of CM as defined within the Agreement.

11.4.7 Warranty items or items not included in the list of items may not affect the final payment of retainage as provided herein or as provided in the Agreement between the CM and subcontractors and suppliers.

11.4.8 Should the Owner fail to comply with its duties to develop the list required herein within the time limitations, the CM may submit a payment request for all remaining retainage withheld by the Owner and payment of any remaining undisputed Contract Amount, less any amount withheld pursuant to the Agreement for incomplete or uncorrected Work, must be paid within twenty (20) business days after receipt of a proper invoice or Application for Payment.

11.4.9 If Owner provides CM within written notice specifying the failure of CM to meet the contract requirements in the development of the list of items to be completed, the Owner is not required to pay or process any Application for Payment for retainage if the CM has, in whole or in part, failed to cooperate with Owner in the development of the list or to perform its duties under the Agreement with regard to the development of the list or if there are items requiring correction that are identified after the preparation and delivery of the list (that will remain the obligation of the CM).

11.5 Payments for Materials and Equipment

11.5.1 Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Owner on each occasion.

ARTICLE 12
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

12.1 Indemnity

12.1.1 To cover to the fullest extent permitted by law, the CM shall indemnify, and hold harmless the Owner, the A/E, the A/E consultants, and agents and employees of any of them from and against all claims, damages, losses, expenses, penalties, demands, judgments, actions, proceedings, losses or costs, including reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of the Agreement by CM or arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, expense, direct or consequential damages, or economic loss is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions, recklessness, or intentional wrongful misconduct of the CM, a Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Section.

12.1.2 In any and all claims against the Owner, the A/E, the A/E consultants, and agents and employees of any of them by any employee of the CM, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CM or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

12.1.3 CM's indemnification obligations including those specified within this Section, shall be deemed to fully comply with Section 725.06, *Florida Statutes*, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of the Agreement is determined not to be in compliance with Section 725.06, *Florida Statutes*, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that CM's indemnification obligations comply fully with Section 725.06, *Florida Statutes*, including any amendments, in all respects. CM's

indemnification obligations in the Agreement are in addition to and not in lieu of any common law indemnification to which any of the indemnified parties are entitled.

12.1.4 The Owner shall cause any other CM who may have a contract with the Owner to perform construction installation work in the area where work will be performed under this Agreement, to agree to indemnify the Owner and the CM and hold them harmless from all claims for bodily injury and property damage (other than property insured under this Agreement) that may arise from the CM's operations. Such provisions shall be in a form satisfactory to the CM.

12.2 CM Insurance

12.2.1 During the term of the Agreement or for such longer period as specified in the Contract Documents or required by applicable law, CM shall provide, pay for, and maintain the types of insurance described herein by an insurance company duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida. The CM shall not commence any construction Work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the CM allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The procuring of required policies of insurance shall not be construed to limit CM's liability or to fulfill the indemnification provisions and requirements of the Agreement.

12.2.2 If any insurance provided pursuant to the Agreement expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by Owner, copies of the renewal policies and applicable additional insured endorsements, shall be furnished to Owner fifteen (15) calendar days prior to the date of expiration. CM shall also notify Owner, in a like manner, within two (2) days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CM from its insurer, and nothing contained herein shall relieve CM of this requirement to provide notice.

12.2.3 Owner shall retain the right to review, at any time, coverage, form, and amount of insurance. Should at any time CM not maintain the insurance coverages required in the Agreement, Owner may cancel the Agreement and any Amendments issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge CM for such coverages purchased. If CM fails to reimburse Owner for such costs within thirty (30) calendar days after demand, Owner has the right to offset these costs from any amount due CM under the Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under the Agreement.

12.2.4 Certificates of Insurance

12.2.4.1 CM shall deliver to Owner properly executed Certificate of Insurance forms and required additional insured endorsements in form acceptable to Owner, evidencing the fact that CM has acquired and put in place the insurance coverages and limits required hereunder. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the Department of Construction Services. The Certificate(s) shall be dated and show:

(a) The name of the insured CM, the specific job by name and number, the name of the insurer, the number of the policy, its effective date, and its termination date;

(b) Statement that the Insurer will mail notice to the Owner and a copy to the A/E at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy;

(c) Certificates of Insurance shall be in the form as approved by Insurance Services Office (ISO) and such Certificate shall clearly state all the coverages required within this Agreement; and

(d) The Owner shall be named as additional insured on the CM's commercial general liability, excess or umbrella liability and builder's risk policy or policies.

12.2.5 The acceptance by Owner of any evidence of the insurance coverages and limits required by the Agreement, including any Certificate of Insurance, policy or additional insured endorsement, does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the evidence of insurance comply with the requirements of the Agreement.

12.2.6 All insurance policies required by the Agreement shall include the following provisions and conditions by endorsement to the policies:

12.2.6.1 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by CM to meet the requirements of the Agreement shall name The School Board of Manatee County, Florida, as that name is defined herein, as an additional insured as to the operations of CM under the Contract Documents. The Owner shall be listed as an additional insured for claims caused in whole or in part by the CM's negligent acts or omissions for which loss occurs during completed operations. The additional insured language shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. The term "**The School Board of Manatee County**" shall include the Manatee County Public Schools, the Manatee County School Board, a body corporate, the School District of Manatee County and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members, officers and employees thereof in their official capacity, and/or while acting on behalf of the Manatee County School Board.

12.2.6.2 All insurance coverages of CM shall be primary to any insurance or self-insurance program carried by Owner applicable to the Agreement, and the "Other Insurance" provisions of any policies obtained by CM shall not apply to any insurance or self-insurance program carried by Owner applicable to the Agreement.

12.2.6.3 Insurance requirements itemized in the Agreement and required of CM shall be provided on behalf of all subcontractors to cover their operations performed under the Agreement. CM shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

12.2.7 Worker's Compensation Insurance

12.2.7.1 During the life of this Agreement, the CM shall take out and maintain Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CM shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CM. Such insurance shall comply with the Florida Worker's Compensation Law and include the effects of all discounts, modifiers and rebates. In case any class of employees engaged in hazardous work under this Agreement at the Project site is not protected under the Worker's Compensation statute, the CM shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

12.2.8 CM's General Liability and Property Damage Insurance

12.2.8.1 During the life of this Agreement, the CM shall take out and maintain Comprehensive General Liability Insurance as shall protect the CM from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by CM or by anyone directly or indirectly employed by CM.

12.2.8.2 The general liability insurance shall be written on an "occurrence" basis, shall be maintained by CM and shall provide coverage for claims including (1) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person; (2) personal injury and advertising injury; (3) damages because of physical damage to, or destruction of, tangible property, including the loss of use of such property; (4) bodily injury or property damage arising out of completed operations; and (5) CM's indemnity obligations under the Agreement.

12.2.8.3 The general liability insurance shall provide "XCU" (explosion, collapse, underground damage) coverage for those classifications in which they are excluded, Broad Form Property Damage Coverage, Products and Completed Operations Coverages, and Contractual Liability Coverage designed to protect the CM for contractual liabilities assumed by the CM in the performance of this Agreement to the extent covered by a standard Insurance Standards Office (ISO) General Liability policy. Completed Operations coverage must be maintained by CM for not less than five (5) years following completion and acceptance by Owner of the Work performed by CM.

12.2.8.4 The general liability insurance shall not contain an exclusion or restriction of coverage for claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured and there would otherwise be no coverage for the claim; claims for property damage to the CM's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arise was performed by a subcontractor; and claims related to roofing if the Work involves roofing. Coverage shall not eliminate the subcontractor exception to "damage to your work" exclusion.

12.2.8.5 The amount of such general liability insurance shall be minimum limits as follows:

CM Comprehensive General Liability Coverage, Bodily Injury and Property Damage	$1,000,000 each Occurrence Combined Single Limit

Insurance clauses for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

12.2.9 Automobile Liability Insurance

12.2.9.1 During the life of this Agreement, the CM shall take out and maintain automobile liability insurance as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Automobile Liability Coverages, Bodily Injury and Property Damage	$100,000 Each Occurrence Combined Single Limit

12.2.10 Subcontractor's General Liability and Property Damage Insurance

12.2.10.1 During the life of the subcontracts, the CM shall require each of its subcontractors to procure and maintain insurance of the type specified above or insure the activities of its subcontractors in the CM's policies in an amount that is appropriate for the work to be performed.

12.2.11 Owner's and Construction Manager's Protective Liability Insurance

12.2.11.1 The CM shall procure and furnish, as a cost of the Project, an Owner's and CM's Protective Liability Insurance Policy with the following minimum limits:

Bodily Injury Liability and Property Damage Liability	$1,000,000 each Occurrence Combined Single Limit

12.2.12 Umbrella Liability Insurance or Excess Liability Insurance

12.2.12.1 During the life of this Agreement, the CM shall take out and maintain umbrella liability or excess liability insurance. Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein. The amount of such umbrella liability or excess liability insurance shall be minimum limits as follows:

Excess Liability, Umbrella Form	$3,000,000 each Occurrence Combined Single Limit

12.2.13 Builder's Risk Coverage

12.2.13.1 During the life of this Agreement, the CM shall take out and maintain a "Builder's Risk Policy" completed value form as a cost of the Project, issued to provide coverages on an "all risk" basis including theft and stored materials. This coverage shall not be lapsed or cancelled because of partial occupancy by the Owner prior to Substantial Completion of the Project. The policy shall have a deductible in an amount acceptable to the Owner and that meets the industry standards and any losses not covered by insurance shall be paid by the Owner out of unforeseen conditions and the Owner shall be listed as an additional insured. Builder's Risk coverage may be waived by the Owner on existing schools, sites or campuses.

12.3 Waiver of Subrogation

12.3.1 The Owner and the CM waive all rights against each other, for damages caused by perils covered by insurance provided under Article 12 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and CM as trustees. The CM shall require similar waivers from all subcontractors and their subcontractors.

12.3.2 The Owner and CM waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The CM shall require similar waivers from all subcontractors and their sub-subcontractors.

12.3.3 The Owner waives subrogation against the CM on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

12.3.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 13
TERMINATION

13.1 Termination by the CM

13.1.1 If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government other than the Owner, such as a declaration of a national emergency making materials unavailable, through no act or fault of the CM, upon seven (7) days written notice to the Owner, terminate this Agreement and request payment for all work executed, the CM Fee earned to date, and for any proven loss sustained upon any materials, equipment tools, construction equipment, and machinery, demobilization, restocking and cancellation expenses incurred by the CM associated with early termination of the Work.

13.2 Owner's Right to Perform CM's Obligations and Termination by Owner for Cause

13.2.1 If the CM fails to perform any of its obligations under this Agreement including any obligation it performs with its own forces, the Owner may, after seven (7) days without correction, produce a written notice to the CM allowing fourteen (14) days to cure the problem. If during the 14-day period, the CM fails to perform such obligations and make good such deficiencies, the CM's Fee shall be reduced by the cost required to cure the deficiencies.

13.2.2 If the CM is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls forty-five (45) days or more behind schedule), which has been adopted by the Construction Team, or if it fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise materially breaches a provision of the Agreement or the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the CM and its surety, if any, seven (7) days written notice, during which period CM fails to cure the violation, terminate CM's right to proceed under the Agreement in whole or in part and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 16. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed the CM for subcontract work).

13.2.3 If the CM refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by the CM in conjunction with this Agreement, then the Owner may, without prejudice to any right or remedy and after giving the CM and its Surety, if any, seven (7) days written notice, during which period CM still fails to allow access, terminate the employment of the CM and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 7. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed to the CM for subcontract work).

13.3 Termination by Owner Without Cause

13.3.1 If the Owner terminates this Agreement without cause, CM's recovery against Owner shall be limited to the unpaid portion of the Contract Amount earned through the date of termination, together with any withheld retainage. The Owner shall also pay the CM fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of the Agreement, the Owner shall further assume and become liable for obligations, commitments, and unsettled contractual claims that the CM has previously undertaken or incurred in good faith in connection with said Project. The CM shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the

purpose of fully vesting in him the rights and benefits of the CM under such obligations or commitments. CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

13.3.2 After the establishment of the GMP or at the completion of Stage III or any time thereafter, if the final cost estimates or a change in funding makes the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the CM its proportionate CM Fee due in accordance with Article 6 plus any costs incurred pursuant to Articles 7 and 8. CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

ARTICLE 14
ASSIGNMENT, GOVERNING LAW, CLAIMS AND DISPUTE RESOLUTION

14.1 Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties to the Agreement.

14.2 Neither the Owner nor the CM shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

14.3 This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida, without regard to its choice of law provisions.

14.4 Claims and Disputes

14.4.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

14.4.2 Initial notice of Claims by CM shall be made in writing to Owner and A/E within seven (7) calendar days after the first day of the event giving rise to such Claim or else CM shall be deemed to have waived the Claim. Written supporting data shall be submitted to Owner and A/E within thirty (30) calendar days after the occurrence of the event, unless Owner grants additional time in writing, or else CM shall be deemed to have waived the Claim.

14.4.3 CM shall proceed diligently with its performance as directed by Owner, regardless of any pending Claim, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments of undisputed amounts due in accordance with the Contract Documents during the pendency of any Claim.

14.4.4 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Section 44.102, *Florida Statutes*.

14.5 Litigation

14.5.1 Any litigation between Owner and CM (which term for the purposes of this Section shall include CM's surety), whether arising out of any Claim or arising out of the Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and CM each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. The exclusive venue of any such litigation between Owner and CM shall lie and be only in the appropriate State courts of the State of Florida's Twelfth Judicial Circuit in and for Manatee County, Florida. CM consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

14.5.2 In the event of any Claim or dispute arising out of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees (including fees for determining the amount of fees due) at all levels, including at trial, on appeal, and in bankruptcy and post-judgment proceedings.

14.6 Waiver of Claims for Consequential Damages

14.6.1 The CM and Owner waive Claims against each other for consequential damages arising out of or relating to this Agreement. The mutual waiver includes: (1) damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the CM for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

ARTICLE 15
FORCE MAJEURE, FIRE OR OTHER CASUALTY

15.1 Force Majeure

15.1.1 Delays in any performance by any party contemplated or required hereunder due to: fire, flood, earthquake or hurricane, acts of God, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, or any law, order, proclamation, regulation or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated and without the fault or negligence of the party seeking excuse from performance, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure, the date for performance required or contemplated by this Agreement shall be extended by the number of calendar days such party is actually delayed in such Substantial Completion.

15.1.2 The party seeking excuse for nonperformance on the basis of Force Majeure shall promptly give written notice to the Owner, if with respect to the CM, or to the CM, if with respect to the Owner, specifying its, actual or anticipated duration, and weekly thereafter, if such delay shall be continuing, written notice stating whether the condition continues and giving its actual or then anticipated duration. Each party seeking excuse

from nonperformance on the basis for Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

15.2 Casualty: Actions by Owner and CM

15.2.1 During the construction period, if the Project, or any part thereof, shall have been damaged or destroyed, in whole or in part, the CM shall promptly make proof of loss and Owner and CM shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction.

15.2.2 The CM shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses and other changes, including normal and ordinary compensation to the CM, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications.

15.2.2.1 Within fifteen (15) days following satisfaction of the express conditions described in subsections (a), (b) and (c) below, CM covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content and general appearance as prior to such loss or damage:

(a) Receipt by the Owner or the Trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction; and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;

(b) Written agreement executed by the CM and the Owner, by amendment to this Agreement or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Amount necessitated thereby, including any required amendment to the GMP; and

(c) Final approval by the Owner of the Project plans and specifications for such repair or reconstruction and issuance of any required building permit.

15.3 Approval of Plans and Specifications

15.3.1 The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to be substantially the same condition as prior to such loss or damage and such plans and specifications conform to the applicable laws, ordinance, codes and regulations. Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the CM as a result of such loss or damage shall be used solely for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

15.4 Notice of Loss or Damage.

15.4.1 CM shall promptly give Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by CM will increase the GMP or extend the date of Substantial Completion, then expectations of CM as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage, which the CM determines, will not affect the GMP or date of Substantial Completion will be reported to the Owner and A/E within five (5) days and associated corrective actions will be undertaken without delay.

ARTICLE 16
SPECIAL PROVISIONS

16.1 Prohibition Against Contingent Fees

16.1.1 By signing this Agreement, the CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for this firm to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for this firm any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

16.2 Employment Eligibility Verification ("E-VERIFY")

16.2.1 Employment Eligibility Verification ("E-VERIFY"): By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system. E-Verify Number 489685.

16.3 Truth-In-Negotiation

16.3.1 In compliance with the Consultants' Competitive Negotiation Action, Section 287.055, *Florida Statutes*, by signing this Agreement, the CM certifies that wage rates and other factual unit costs supporting the compensation to be paid under this Agreement are accurate, complete and current as of the date of this Agreement. It is further agreed that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which it is determined the contract prices was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

16.4 Compliance with Jessica Lundsford Act

16.4.1 The School District of Manatee County and the State of Florida requires all CMs and subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to

indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Sections 1012.465 and 1012.32. Information on JLA requirements and how to comply can be accessed at: https://www.manateeschools.net/Page/6689.

16.5 Sovereign Immunity

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

16.6 Custodian of Public Record

IF THE CM HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Public Records Custodian, 215 MANATEE AVENUE W., BRADENTON, FL 34205 (941) 708-8770, publicrecords@manateeschools.net.

16.6.1 The CM must comply with public records law and specifically:

16.6.1.1 Keep and maintain public records required by Owner to perform the service.

16.6.1.2 Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that complies with Chapter 119, *Florida Statutes*, or as otherwise provided by law.

16.6.1.3 Ensure that public records in the CM's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the CM does not transfer the records to the Owner.

16.6.1.4 Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the CM, as the term "public records" is defined within Chapter 119, *Florida Statutes*, or keep and maintain public records required by the Owner to perform the service. If the CM transfers all public records to the Owner upon completion of the Agreement, CM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CM keeps and maintains public records upon completion of the Agreement, the CM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

16.7 Public Entity Crime Information Statement

16.7.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CM, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any contract in violation of this section shall be voidable by the Owner.

16.8 Compliance with Laws

16.8.1 CM agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including those dealing with safety (including the Trench Safety Act, Chapter 553, *Florida Statutes*). If CM observes that the Contract Documents are at variance therewith, it shall promptly notify Owner and A/E in writing.

16.9 No Waiver

16.9.1 The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. Waiver by Owner of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Agreement. No approval, consent or waiver by Owner shall be effective unless it is in writing and then only to the extent specifically stated.

16.10 Severability

16.10.1 Should any provision of the Agreement be determined to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

16.11 Notices

16.11.1 All notices, consents, or approvals required or permitted to be given under the terms of the Agreement shall be in writing and shall be sent by: (1) FedEx or other nationally recognized overnight air courier service, postage prepaid, for next business day delivery, and (2) by email correspondence to the respective parties set forth below in this section, as applicable. Notice given in accordance with this Section shall be effective on the first business day after having been delivered to a nationally recognized overnight air courier service, such as FedEx, for "next business day" delivery in each case addressed to the respective party at the address for notice specified in this Section below.

16.11.2 Notices, consents or approvals required or permitted to be given to Owner shall be delivered to Owner at:

Project Director
Jeffery Medwetz
1 Matzke Way
Bradenton, FL 34208
Attention: Jeffery Medwetz
Email: MedwetzJ@manateeschools.net

16.11.3 Notices, consents or approvals required or permitted to be given to CM shall be delivered to CM at:

Charles Perry Partners, Inc.
10150 Highland Manor Drive, #135
Tampa, Florida 33610
Attention: Randall K. Fitkin
Email: randy.fitkin@cppi.com

16.11.4 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONSTRUCTION MANAGER:

By: _____
(Corporate Secretary Signature)

Vincent Maresca Corp Sec.

As Witnessed:

_____

By: _____
(Corporate President Signature)

Brian K. Leslie
(Corporate President's Name)

Charles Perry Partners, Inc.
(Name of Corporation)

(Corporate Seal)

CHARLES PERRY PARTNERS, INC. CORPORATE SEAL 2011 FLORIDA

DATE: 7-6-22

** *Signatures Continue on Next Page* **

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form:

_____ Project Director

_____ Director

_____ Deputy Superintendent

Approved As to Form and Legality:

_____ General Counsel

_____ Superintendent of Schools

_____ School Board Chairman

_____ Witness

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____
Owner: School District of Manatee County Request #: _____
Department of Construction Services Period ending: _____
Project Director: _____
Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director:_____ Date: _____

By DCS Director:_____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
TBD		

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: _____

Project Name: _____

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	Jeffery Medwetz
SBMC Project Assistant	Tina Lundy
Architect	Zyscovich, LLC. 550 N. Reo Street, #300 Tampa, Florida 33609 Attn: Randy Fitkin
Consulting Engineers	Foley/Kolarik 503 8th Avenue West Palmetto, FL 34221 Attn: John Foley
Structural Engineer	TLC Engineering Solutions 4890 W. Kennedy Blvd., Suite 250 Tampa, FL 33609 Attn: Lawrin Ellis
Mechanical Engineer	TLC Engineering Solutions 7210 Kyle Court Sarasota, FL 34240 Attn: Lawrin Ellis
Electrical Engineer	TLC Engineering Solutions 7210 Kyle Court Sarasota, FL 34240 Attn: Lawrin Ellis
Construction Manager	Charles Perry Partners, Inc. 10150 Highland Manor Drive, #135 Tampa, FL 33610 Attn: Randy Fitkin
SBMC Instructional Member	Nicole Williams
SAC Member	To Be Determined

EXHIBIT E

PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) REPORT FORMAT

The purpose of this report is to share high level project information with the Owner. CM will provide one (1) hard copy and one (1) electronic copy of the PMIS with each application for payment.

1. Cover Sheet

   - Project Name
   - Construction Team
   - Date of Report

2. Executive Summary

   - Brief Project Description
   - Summary of Status of Job

3. Contract Cost Status

   - Contract Amendments and Change Orders
   - Direct Material Purchasing Status/Sales Tax Savings
   - Unforeseen Conditions Fund (Expenditures and Balance)
   - Allowances (Expenditures and Balance)

4. Project Schedule

   - Updated Progress Schedule

5. Critical Issues

   - Any Project items requiring prompt attention or action

6. Subcontractor/Vendor Listing

   - Subcontract Commitment Status

7. Progress Photographs

   - Aerial photos
   - Other Photos include dated photographs to provide a visual representation of work in place.

EXHIBIT F

A. Project Description:

a. Complete Renovation of existing facility

b. Demolish select structures

c. Building addition

d. Replace mechanical systems and associated piping

e. Replace plumbing systems and associated piping

f. Building envelope improvements including window, door, and insulation systems

g. Improve Technology infrastructure

h. Improve Campus Safety/Security

i. Replace Life Safety Systems including fire alarm

j. Site improvements including storm water

k. Improve on-site traffic queuing

AGENDA ITEM NO. 10.24

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Haile Middle School - Classroom Addition and Renovation - Agreement Between Owner and Halfacre Construction Company - Preconstruction Services, in the Amount of $100,000.00

Executive Summary
The purpose of the requested action is to enter into an Agreement between Owner and Long and Associates Architects|Engineers, Inc., which will provide architectural and engineering services for a classroom addition for Haile Middle School. The scope of work will include but is not limited to a (10) ten classroom building addition and renovations to the entire campus. Included in this project are roof systems replacement, mechanical systems and associated piping, plumbing systems and associated piping, building envelope improvements including window, door and insulation systems, campus safety/security improvements, replacement of life safety systems including fire alarms, kitchen reconfiguration with partial equipment replacement, site improvements to include canopies, concrete walks and associated drainage, and deep energy retrofit.

Haile Middle School Classroom Addition and Renovation Summary Sheet is attached for reference.

The classroom addition does not require an Educational Plant Survey due to the source of funding. The campus renovations are survey recommended.

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of Haile Middle School - Classroom Addition and Renovation - Agreement between Owner and Halfacre Construction Company - Preconstruction Services, in the amount of $100,000.00.

Financial Impact
The construction management fee for preconstruction services is not to exceed $100,000.00, and is included in the total project budget requirement of $36,125,400.00. A Guaranteed Maximum Price Proposal will be completed after the construction documents are developed**. This project is funded by Capital Outlay Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Haile MS Classroom Add and Reno Summary Sheet
Haile MS Classroom Add and Reno CM Precon Agmt

Haile Middle School Classroom Addition and Building Renovation

PROJECT DIRECTOR: Jeff Medwetz

ARCHITECT/ENGINEER:	Long and Associates	Selected through the Request for Qualifications
CONSTRUCTION MANAGER:	Halfacre Construction Company	Selected through the Request for Qualifications
BUILDING OFFICIAL:	TBD	

PROJECT BUDGET: $ 36,125,400.00 (07/26/2022) Original Project Budget

HISTORY: Haile Middle School was originally constructed in 1997. The existing building contains 988 permanent student stations with a capacity of 889. At project completion, permanent student stations will increase to 1208 with a capacity of 1087. The building area includes 150,483 square feet. The anticipated addition will likely be in excess of 11,000 square feet. In past years, numerous maintenance repairs have been completed at the campus. A building envelope study was initiated in 2008 that resulted in repairs and wall replacements due to water damage on campus.

SCOPE: The scope of work will include but is not limited to, a (10) ten classroom building addition and renovations to the entire campus. Included in this project are roof systems replacement, mechanical systems, and associated piping, plumbing systems, and associated piping, building envelope improvements including window, door and insulation systems, improve campus safety/security, replace life safety systems including fire alarm, kitchen reconfiguration with partial equipment replacement, site improvements to include canopies, concrete walks and associated drainage, and deep energy retrofit.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: The classroom addition does not require an Educational Plant Survey due to the source of funding. The campus renovations are survey recommended.

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:			Approved	Selection Process
Agreement:	$2,059,250.00	July 26,2022	Pending	Architectural/Engineering Services
TOTAL	$2,059,250.00			

CONSTRUCTION MANAGER - Haile Middle

ITEM	$$	Date	Board Action	Notes
Auth to Neg:			Approved	Selection Process
Agreement:	$100,000.00	July 26, 2022	Pending	Pre-Construction Services
TOTAL	$100,000.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
TOTAL				

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
TOTAL				

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

SBMC CONTRACT NO:	CON#
PROJECT NAME AND LOCATION:	Haile Middle School – Classroom Addition and Renovation 9501 State Road 64 East, Bradenton, FL 34202 Manatee County, Florida
PROJECT DESCRIPTION AND SCOPE OF WORK:	The scope of work will include but is not limited to, a (10) ten classroom building addition and renovations to the entire campus. Included in this project are roof systems replacement, mechanical systems, and associated piping, plumbing systems, and associated piping, building envelope improvements including window, door and insulation systems, improve campus safety/security, replace life safety systems including fire alarm, kitchen reconfiguration with partial equipment replacement, site improvements to include canopies, concrete walks and associated drainage, and deep energy retrofit. (hereinafter, the "**Scope of Work**"). Exhibits A through F, further defining the Scope of Work, are attached hereto and incorporated herein by reference.
TOTAL PROJECT BUDGET:	The Total Project Budget is **$36,125,400.00** and is comprised of the following:

1. Design Services	$ 2,174,786.00
2. Construction Services	$ 29,200,000.00
3. Owner Services	$ 3,796,414.00
4. FF&E and Technology	$ 954,200.00
TOTAL PROJECT BUDGET:	$ 36,125,400.00

ANTICIPATED NOTICE TO PROCEED:	TBD
SUBSTANTIAL COMPLETION:	TBD
FINAL COMPLETION:	TBD
ARCHITECT/ENGINEER ("**A/E**"):	Long & Associates Architects/Engineers, Inc. 4525 S. Manhattan Avenue Tampa, FL 33611 Office: (813) 839-0506 Fax: (813) 839-4615 Email: Travis@longandassociates.com
CONSTRUCTION MANAGER ("**CM**"):	Halfacre Construction Company 7015 Professional Parkway Sarasota, FL 34240 Office: (941) 907-9099 Fax: (941) 907-9079 Email: gwitt@halfacreco.com

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT is made this 27th day of July in the year 2022 by and between the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA ("**Owner**") and the **Halfacre Construction Company 7015 Professional Parkway, Sarasota, FL 34240, Federal Tax ID Number 59-1297826, General Contractor License Number CGC 059556** ("**Construction Manager**" or "**CM**"), for CM to perform all work in connection with the management and construction of an addition and renovations (the "**Work**"), located at Haile Middle School (the **"Project"**), said Work being set forth in the plans and specifications prepared by Long and Associates Architects|Engineers, Inc., the Architect and/or Engineer of Record ("**A/E**"), and all other Contract Documents hereafter specified. The Owner and the CM, for the consideration set forth herein, agree as set forth below:

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

1.1 Relationship of Parties

1.1.1 The Construction Team

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

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

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

1.1.2 The CM

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

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

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

1.1.2.4 CM represents and warrants that it is authorized to do business in Florida where the Project is located and is properly licensed by all necessary

governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project and that it is familiar with the local and special conditions under which the Work is to be performed and has, or prior to the submission of the GMP Proposal will have, correlated onsite observations with the requirements of the Contract Documents.

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

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

1.2 Extent of Agreement

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

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

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

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

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

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

1.2.7 This Agreement shall not be recorded.

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

1.3 Definitions

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

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

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

1.3.4 "**Owner Construction Services Budget**" is comprised of Owner's funds that are budgeted, requested and available for the construction of the Project and is **$29,200,000.00**, including the CM Fee and Cost of Work as further identified below:

Construction Costs	$ TBD
General Conditions	$ TBD
Overhead and Profit (CM Fee)	$ TBD
Preconstruction	$ 100,000.00
Unforeseen Conditions	$ TBD
Bond	$ TBD
TOTAL	$ 100,000.00

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

1.3.5.1 Preconstruction Phase Services

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

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

1.3.5.2 Construction Phase Services

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

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

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

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

(b) The Agreement, not including the Exhibits;

(c) Exhibits to the Agreement; and

(d) All other Contract Documents.

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

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

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

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

ARTICLE 2
CM SERVICES

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

2.1.1 Stage I – District Project Planning

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

2.1.2 Stage II – Project Budget Endorsement

2.1.2.1 The first ranked A/E and CM shall:

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

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

2.1.2.2 Project Schedule

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

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

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

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

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

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

2.1.2.4 Construction Cost Estimate

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

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

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

(2) Phase II Design Development – systems selected

(3) Phase III Construction Documents:

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

ii. 100% Drawings – issuance of final GMP Proposal

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

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

(e) The Construction Cost Estimate shall be reviewed with the Owner's

Project Director and the A/E. Any recommendations and advice by the CM concerning design alternatives or value engineering shall be subject to the approval of the Owner's Project Director and the A/E.

2.1.2.5 Stage III – Project Design and Development

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

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

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

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

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

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

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, provide evidence prohibiting the commitment.

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

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

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

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

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

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

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

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

2.1.2.6 Guaranteed Maximum Price (GMP) Proposal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1.2.7 Bonds

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

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

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

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

2.1.3 Stage IV – Project Construction and Warranty

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

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

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

(1) Award a subcontract;

(2) Undertake the Work with CM forces; or

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

2.1.3.2 Construction Schedule

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

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

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

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

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

2.1.3.3 Bidding and Subcontracts

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

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

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

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

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

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

2.1.3.4 CM Construction Services

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

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

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

(d) Supervision and Contractor Representative

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

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

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

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

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

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

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

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

(1) Job Meetings: CM shall arrange and conduct regular Project status meetings with the Construction Team. CM shall prepare written minutes of job meetings described in this section and deliver copies

of such written minutes to Owner and the A/E within five (5) days of each meeting.

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

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

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

(5) Submittals:

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

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

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

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

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

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

(f) Safety

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

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

(3) CM shall employ all necessary measures to protect adjoining adjacent property and shall provide barricades, temporary fences and covered walkways required to protect the safety of passersby,

local building codes, ordinances or other laws and the Contract Documents.

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

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

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

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

2.1.3.6 Hazardous Materials and Substances

(a) In the event hazardous materials such as asbestos or polychlorinated biphenyl (PCB) are encountered at the Project site that were not specifically noted in the Construction Documents, the CM shall immediately stop Work in the affected area and shall notify the Owner and the A/E in writing of the suspected material within forty-eight (48) hours of discovering same.

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

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

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

2.1.3.7 Emergencies

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

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

(b) If A/E determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order or Amendment shall be issued to document the consequences of the changes or variations. If CM fails to provide the forty-eight (48) hour written notice noted above, CM shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time. CM is obligated to promptly report in writing to Owner all accidents relating to the Work that result in any personal injury or property damage. The notice procedures contained in this Section control over any conflicting notice periods herein.

2.1.3.8 Final Completion

(a) Warranties

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

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

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

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

longer period of time as may otherwise be specified in the Contract Documents including the Planning Manual) commencing from the date Substantial Completion is achieved. With respect to the correction of any defective or nonconforming Work, CM shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 The Owner shall provide full information, in a timely manner, regarding the requirements of the Project, including a program setting forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems and site requirements.

3.1.1 The Owner shall establish a Total Project Budget that includes the cost of all Design, Construction and Owner Services. The Total Project Budget shall include contingencies for changes in the work conditions and other costs, which are the responsibility of the Owner.

3.1.2 The Owner shall furnish (unless other provisions are made) the following with reasonable promptness and at the Owner's expense, and the CM shall be entitled to rely on this information:

3.1.2.1 Reports, surveys, drawings and tests concerning the conditions of the site;

3.1.2.2 Surveys describing physical characteristics, legal limitations and utility locations for the project site; and

3.1.2.3 The services of geotechnical engineers when such services are required for site evaluation

3.2 The Owner shall designate a Project Director that will be fully acquainted with the Project and shall define the lines of Owner authority to approve construction budgets and changes in the Project within the Owner approved Scope of Work and Project Budget.

3.3 The Owner shall retain the A/E for design and to prepare Construction Documents for the Project. The duties and responsibilities of A/E are described in the Agreement Between the Owner and the A/E, a copy of which will be furnished to CM. The Agreement between the Owner and A/E shall not be modified without written notification to the CM.

3.4 The Owner's anticipated Sustainable Objectives for the Project are _____. **Exhibit ___,** attached hereto and incorporated herein, defines the terms, conditions and services related to the Owner's Sustainable Objectives.

ARTICLE 4
PERMITS, LICENSES, INSPECTIONS AND TAXES

4.1 Code Compliance

4.1.1 A reviewing authority must approve the final Construction Documents for code compliance and issue the appropriate building permit(s) prior to beginning Work. All changes to the Construction Documents shall be reviewed and approved by the same authority.

4.2 Code Inspections

4.2.1 All components of the Project require detailed code compliance and Construction Document inspections during construction including, but not limited to structural, mechanical, electrical, plumbing and general building as well as threshold inspections where required.

4.2.2 The inspecting authority will provide inspection personnel. The Project Director will provide to the CM names, addresses, email addresses, and telephone numbers of the inspecting authorities. The CM shall notify the appropriate inspector(s) no less than 24 hours in advance of the required inspection.

4.2.3 All Work scheduled for inspection shall be ready for inspection and inspected prior to the work being concealed. Work not inspected and not approved prior to concealment shall be revealed for inspection when directed by the Owner of designated inspecting authority.

4.2.4 All costs associated with inspecting prematurely concealed work shall be borne by the CM.

4.3 Taxes

4.3.1 CM shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

4.3.2 CM shall comply with and fully implement the sales tax savings program with respect to the Work.

4.3.3 Direct Purchasing – Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and wishes to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work.

ARTICLE 5
SUBCONTRACTS

5.1 A subcontractor is a person or organization who has a direct contract with the CM to perform specific work at the jobsite. Nothing in the Contract Documents shall create any contractual relationship between the Owner, A/E or any other subcontractor.

5.2 By appropriate written agreement, the CM shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the CM by the terms of the Contract Documents, and to assume toward the CM all obligations and responsibilities which the CM by these documents, assumes to the Owner and the A/E. The CM shall provide the Owner copies of the subcontractor bonds or evidence that bonds have been acquired. All increases and decreases to the Project shall be documented in the bond. CM requested payments for work completed will be withheld until all documentation of bonds is received.

5.3 Requirements

5.3.1 On all subcontracts exceeding $100,000.00 the CM may require subcontractors to provide a 100% performance bond and a 100% payment bond from a surety company authorized to do business in the State of Florida by the Department of Insurance. If the CM wishes to award subcontracts to contractors unable to supply this bonding, CM shall request special authorization from the Owner.

5.3.2 The subcontractor must have successfully completed no less than two projects of similar size and complexity within the last five (5) years unless this requirement is waived by Owner, A/E and CM. Similar projects completed by the subcontractor will be indicated on the scope of work sheet by the CM.

5.3.3 Subcontractor is required to be licensed per Chapter 489 and shall provide proof of licensing prior to start of work. Proof of subcontractor licensure shall be provided electronically to the Owner.

5.3.4 All Subcontracts shall provide:

5.3.4.1 That the Owner will be an additional insured on all insurance policies required to be provided by the subcontractors except workman's compensation and professional liability, if applicable;

5.3.4.2 That all warranties will be assigned directly to Owner;

5.3.4.3 That the Work being performed pursuant to such subcontract be performed in accordance with the requirements and intent of the Contract Documents and provide for retainage as specified within this Agreement;

5.3.4.4 For submission of Applications for Payment in form acceptable to Owner, together with reasonable backup and supporting information and, if requested by Owner, Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond, in the forms required by the Agreement, from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

5.3.4.5 That subcontractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including those dealing with safety (including the Trench Safety Act, Chapter 553, *Florida Statutes*).

5.3.4.6 That the subcontractor will resolve all disputes involving Owner in the same manner as provided in the Agreement;

5.3.4.7 That, upon Owner's request, subcontractor will provide proof of such insurance and additional insured endorsements to Owner;

5.3.4.8 Limitation of Remedy – No damages for delay – that subcontractors' exclusive remedy for delay in the performance of the Work required by the Agreement caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or A/E and claims based on breach of the Agreement or negligence, shall be an extension of Contract Time; and

5.3.4.9 That, in the event of a change in the Work that is performed by Subcontractors or sub-subcontractors, a maximum of fifteen percent (15%) markup shall be permitted for each of the Subcontractors for all overhead and profit on Subcontractor's direct labor and material costs and actual equipment costs as follows: (i) ten percent (10%) markup for that portion of the Work to be performed by a Subcontractor with its own forces; and (ii) ten percent (10%) markup for that portion of the Work to be performed by a sub-subcontractor with its own forces, or any lower tier of subcontractor, plus five percent (5%) for the Subcontractor. The total combined Change Order fee for Subcontractor and all sub-subcontractors shall not exceed fifteen percent (15%). A detailed breakdown, with necessary backup, shall be provided. Subcontractors, and sub-subcontractors, shall agree that the foregoing constitutes their sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies or claims for increases in the Contract Amount, damages, losses or additional compensation.

ARTICLE 6
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

6.1 **Reimbursable Costs**

6.1.1 In consideration of the performance of the Agreement, the Owner will pay the CM for the following listed items, which shall all be considered as reimbursable costs of work for the Project ("**Reimbursable Costs**"). The CM shall prepare a complete listing of Reimbursable Costs items with appropriate pricing and the agreed upon total of these items shall be included within the GMP for the Project. These items will be billed monthly and will require back up acceptable to the Owner. Any items not listed are subject to approval by the Owner.

6.1.2 List of Reimbursable Costs:

- Wages or salaries of CM's supervisory JOBSITE personnel (excluding those costs identified within Section 6.3.1.6)
- Wages or salaries of CM's administrative JOBSITE personnel (excluding those costs identified within Section 6.3.1.6)
- Wages or salaries of JOBSITE construction workers directly employed by the CM to perform Work (excluding those costs identified within Section 6.3.1.6)
- Site engineering, including layout and grades
- Materials testing
- Security services
- Janitorial services
- Scheduling services
- Drawings and printing costs
- Software costs required for the Project
- Field office trailer, utilities and internet
- Field office supplies and equipment to be transferred to Owner upon Final Completion except for those items that are rented
- Telephones
- Site communications (radios)
- Miscellaneous permits and fees
- Project photos including those requested by Owner
- Postage
- Auto expenses to be determined between CM and Owner based upon the size, scope and duration of the Project
- Project signs, including plaques if applicable
- Personal protective equipment
- On-site and off-site storage containers necessary for Project (i.e. Pod containers, storage facility costs, etc.)
- Temporary fencing
- Temporary roads and walks
- Temporary barricades
- Temporary stairs and landings
- Temporary partitions
- Temporary toilets
- Temporary sanitary lines
- Temporary utilities including power, water, sewer, gas – prior to Substantial Completion
- Drinking water
- Costs for safety requirements
- Temporary water service – prior to Substantial Completion
- Temporary fire protection
- Dewatering and drainage
- Clean-up
- Final cleaning services
- Dumpsters
- Small tools (to be turned over to the Owner at Final Completion of Project except for those items that are rented)

- Equipment maintenance and repair subject to Owner's approval of costs
- Fuel, oil and grease for equipment (not auto expenses) related to the Project
- Freight
- Costs of administration of the direct material purchase ("**DMP**") program
- Rental charges of all necessary machinery and equipment including office equipment used at the site whether rented from the CM or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs
- Cost of labor, material and equipment required for handling, storing, placing and affixing Owner-furnished material and equipment, not DMP items

Total "Not to Exceed" cost of Reimbursable Costs **$TBD**

6.1.3 Reimbursable Costs shall only be adjusted with prior written approval from the Owner and the CM.

6.2 CM Fee (Overhead and Profit)

6.2.1 The Owner shall pay to the CM the CM Fee as defined in Section 1.3.5.2(a) based on the Cost of Work, which is established at the time the GMP is set by the parties.

6.2.2 The total amount of the CM Fee as set forth in Section 1.3.5.2(a) shall be paid proportionally to the Cost of Work in place, excluding stored materials and less retainage.

6.3 Cost of Work

6.3.1 The Owner shall pay the CM for the following items, which comprise the "**Cost of Work**":

6.3.1.1 Reimbursable Costs per Article 6.1;

6.3.1.2 General Conditions expenses as defined in Section 2.1.2.6(b). Labor costs that are itemized as Reimbursable Costs may be included within General Conditions expenses, whether or not specifically noted as such, and are not to be billed separately as Reimbursable Costs. CM shall promptly report to Owner any occasion in which the labor/payroll rates paid to personnel is lower than the estimated price included within the GMP Amendment related to the General Conditions expenses. Owner reserves the right to audit CM's payroll and CM shall promptly make available to Owner all records necessary for such purpose;

6.3.1.3 Cost of all materials, supplies and equipment incorporated in the Work or stored on the Project site, including transportation and storage thereof. At the Owner's discretion, the Owner will make payments for materials, supplies or equipment stored off-site and bonded;

6.3.1.4 Costs of the subcontractors for their work completed in accordance with subcontracts with the CM;

6.3.1.5 Sales, use, gross receipt, and similar taxes related to the Work imposed by any governmental authority for which the CM is liable;

6.3.1.6 Cost of contributions, assessments or taxes incurred during the performance of the Work for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries or other remuneration paid to employees of CM, are included within the Cost of Work at the blended rate of 59**%** of wages and 59**%** of salaries. Unreasonable components of labor burden incurred for the Project (related to wages of CM personnel) as determined by the A/E and Owner including, but not limited to, excessive bonuses, excessive pension/profit sharing costs, excessive retirement costs, club dues, automobile expenses, training/seminars, uniforms and administrative support shall not be reimbursed. Reasonable components of labor burden include payroll taxes (FICA, SUTA, FUTA), insurance (health, life, dental, disability), retirement plan up to 4%, and workers compensation (reimbursement shall be based on the actual rate for each person charged to the Project and shall include modifiers and discounts);

6.3.1.7 Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of 0.635% of the GMP amount or the invoice amount and General Liability insurance will be charged at the rate of 0.15**%** of the GMP amount or the invoice amount), which CM is required by the Contract Documents to purchase and maintain and/or CM requires, including cost of Performance and Payment Bonds for subcontractors and/or suppliers. To the extent permitted by applicable law, all premiums for any insurance and bonds required for the Project shall reflect the net actual costs to the CM after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, rebates, refunds, etc. The CM's actual cost for insurance and bonds directly attributable to this Agreement shall be considered to be included within the GMP, but shall not be included in the amount for purposes of calculating the CM Fee, and shall be charged at the actual rate paid by CM, provided that such rate shall not exceed the amount allocated to these expenses in the GMP. Prior to Final Payment, CM shall procure and/or provide to Owner any and all documentation requested evidencing net actual costs for insurance and bonds for the Project to the CM;

6.3.1.8 Permit fees, licenses, royalties, and deposits lost for causes other than CM's negligence;

6.3.1.9 Costs incurred due to an emergency related to the Project, which affects the safety of persons and property for causes other than CM's negligence;

6.3.1.10 Costs of correction of the Work that are not attributable to negligence or willful or wanton misconduct of CM or subcontractors shall be submitted to the Owner for review and consideration of reimbursement;

6.3.1.11 For all Preconstruction Phase Services as defined herein and including, but not limited to, attending meetings, programming, providing schematic and design development estimates, constructability reviews, pricing alternates and value engineering, prequalifying subcontractors, developing subcontractor bid packages and preparing the GMP, CM shall receive

Preconstruction Costs in the amount of 0.35% of the anticipated Construction Cost Estimate as the total compensation for Preconstruction Services. CM shall invoice Preconstruction Costs monthly and such costs shall be based upon the percent completion of the designated portion of the Preconstruction Services for each particular month as determined by Owner and an itemized statement of reimbursable expenses incurred for such month, respectively, and Owner's receipt of CM's written invoice for such payment. CM's invoices shall be in a form reasonably acceptable to Owner and be accompanied by such other information, documentation, and materials as Owner may reasonably require. The final invoice for Preconstruction Services shall not be submitted until either (i) the GMP Amendment is executed for the entire Work but prior to construction starting, or (ii) the parties fail to reach agreement on the GMP Amendment and Owner elects to terminate the Agreement as provided herein, whichever occurs first; and

6.3.1.12 Costs associated with the Investigative Report in the total amount of **$NA** will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

6.3.1.13 Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1 above:

Safety Awards	(to be billed at 0.1**%** of the Contract Amount)
General Liability Insurance	(to be billed at 0.15**%** of the Contract Amount)
Performance and Payment Bond (CM)	(to be billed at 1.5**%** of the Contract Amount)
Builder's Risk Insurance	(to be billed at Invoice Amount)
Preconstruction Costs	(to be billed per 6.3.1.11)

6.4 **Costs Not to Be Reimbursed**

6.4.1 The Cost of Work shall not include:

6.4.1.1 Salaries and other compensation of the CM's personnel stationed at the CM's principal office or offices other than the JOBSITE office;

6.4.1.2 Expenses of the CM's principal office and offices other than the JOBSITE office;

6.4.1.3 Off-site overhead and general expenses;

6.4.1.4 The CM's capital expenses, including interest on the CM's capital employed for the Work; and

6.4.1.5 Special items outlined in **Exhibit F**.

ARTICLE 7
UNFORESEEN CONDITIONS FUND

7.1 The unforeseen condition fund within the GMP shall be 3-5% of the construction cost and shall be used at the discretion of the Owner. Notwithstanding anything to the contrary herein, the fund will be spent only for changes due to unforeseen conditions, Owner requests, alternatives, items initially value engineered that may be able to be added back to the scope of Project and other legitimate costs of the Project. The CM shall maintain a current listing of the unforeseen conditions transactions and it shall be available to the Construction Team at all times. To the extent the amount of Unforeseen Conditions Fund is insufficient to cover the costs of the additional work attributable to the Unforeseen Condition, the Owner may issue a Change Order or Amendment under Article 8 herein to cover any excess costs. Unspent unforeseen condition funds shall be returned to Owner if not used on the Project.

7.2 If a dispute arises in connection with CM's claim of unforeseen conditions, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

ARTICLE 8
CHANGES IN THE PROJECT

8.1 Change Orders and Amendments

8.1.1 The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions. All changes in the Project, which are not authorized expenses under the Unforeseen Conditions Fund under Article 7 herein shall be authorized by Change Order or Amendment and signed by the Owner before the change is implemented. The GMP and the construction completion date will be adjusted only in accordance with an approved Change Order or Amendment. Except in an emergency endangering life or property, no additions, deletions or other revisions shall be made except upon written order of Owner as described herein, and Owner shall not be liable to CM for any increased compensation or adjustment to the completion date without such written order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be a basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents. All Change Orders and Amendments shall be approved by the Owner. CM agrees to provide, and shall require all Subcontractors to provide, accurate and sufficient cost data to enable Owner to evaluate the appropriate value of all labor, materials and equipment associated with the Change Order including labor by hours and rate, materials, supplies, taxes and insurance and any other reasonable documentation requested by the Owner.

8.1.2 A Change Order or Amendment is a written order to the CM signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, CM's fee, or the construction completion date. Each adjustment in the GMP resulting from a Change Order or Amendment shall clearly identify the amount attributable to the addition, deletion or other revision.

8.1.3 In the event a requested change is approved by Owner that results in either an increase or decrease to the Contract Amount, a Change Order or Amendment shall be issued, which increases or decreases the GMP by the full amount of CM's actual direct and indirect costs including overhead and profit and general conditions that are to be paid to CM and Subcontractors or sub-subcontractors. Such Change Order or Amendment shall be supported by full documentation of all costs in an itemized cost estimate including labor by hours and rate, materials, supplies, taxes and insurance, and any other documentation required to allow Owner to properly evaluate the cost estimate. The costs of such Change Order or Amendment shall be determined in accordance with Section 5.3.4.9 above as it relates to mark-ups for Subcontractors and sub-subcontractors and/or in one or more of the following ways:

8.1.3.1 By mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation by the A/E and Project Director;

8.1.3.2 By unit prices stated in the agreement or subsequently agreed upon;

8.1.3.3 By costs defined in Article 6 and a mutually acceptable fixed or percentage fee; and/or

8.1.3.4 By the method in Article 8.2.

8.2 If the above methods in 8.1.3.1 through 8.1.3.3 are not agreed upon, the CM, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order or Amendment is issued under these conditions, the A/E will establish an estimated cost of the work and the CM shall not perform any work whose cost exceeds that estimate without prior written approval of the Owner.

8.3 Claims for Additional Cost or Time

8.3.1 All claims for additional cost or time shall be made by a request for Change Order or Amendment within fourteen (14) days of the date, or within a time period otherwise agreed to by Owner in writing, the CM knew or reasonably should have known of the circumstance that may, in CM's opinion, be a change to the Project that justifies a Change Order or Amendment. Only delays that are determined to extend the critical path in the Construction Schedule will result in a time extension.

8.4 Minor Changes

8.4.1 The A/E will have authority to order minor changes in the Project not involving an adjustment to the GMP or any extension of the construction completion date and consistent with the intent of the Construction Documents. Such changes shall be effectuated by written approval of the Owner and CM. Documentation of the changes shall be determined by the Construction Team.

ARTICLE 9
DISCOUNTS AND PENALTIES

9.1 All discounts for prompt payment shall accrue to the Owner to the extent the cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the CM. To the extent permitted by applicable law, all trade discounts, rebates and refunds including, but not limited to insurance premiums, and all returns from sale of surplus material and equipment shall belong to the Owner regardless of when issued and shall be credited to the cost of the Project. To the extent that any discounts, rebates and refunds occur or accrue subsequent to Final Completion of the Project, such funds shall be paid to Owner within fifteen (15) days of receipt by CM. All penalties incurred due to the fault of the CM for late payment of the cost of the Project, except, late payments by Owner, will be paid by the CM.

9.2 Savings will be computed as of the date of Final Completion and shall consist of the difference between (1) the GMP (as it may be adjusted in accordance with the terms of the Contract Documents) and (2) the total aggregate sum of the Cost of Work plus the CM Fee paid by Owner and shall accrue to the sole benefit of Owner. A deductive Change Order or Amendment shall be issued reducing the GMP by the amount of such savings. For the avoidance of doubt, any savings obtained may not be moved to the Unforeseen Conditions Fund or be used to offset cost overruns in other items within the GMP without prior written consent of the Owner.

ARTICLE 10
CONTRACT TIME, TIME EXTENSIONS AND LIQUIDATED DAMAGES

10.1 Contract Time and Extensions

10.1.1 CM shall diligently pursue the completion of the Work and coordinate the work being done on the Project by its subcontractors and materialmen, as well as coordinating its work with all work of others at the Project site, so that its work or the work of others shall not be delayed or impaired by any act or omission by CM or anyone for whom CM is responsible or liable.

10.1.2 Should CM actually be obstructed or delayed in the critical path of the prosecution of, or completion of, the Work as a result of unforeseeable causes: (a) beyond the control of CM, (b) not due to CM's fault or neglect, and (c) which could not be avoided by the exercise of reasonable diligence, including: (i) acts of God or of the public enemy, (ii) acts of government, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine regulation, (vii) strikes, (viii) lockouts, or (ix) weather conditions abnormal for the period of time (as defined below) which exceed the aggregate number of days allotted for adverse weather conditions in CM's schedule approved by Owner, CM shall notify Owner and A/E in writing within five (5) days after the commencement of such delay, unless otherwise agreed to between the parties in writing, which time period shall control over any conflicting time periods specified elsewhere herein, stating the cause or causes thereof, or be deemed to have waived any right which CM may have had to request a time extension therefor. "Abnormal for the period of time" for purposes of this Section means rain or bad weather (e.g. named tropical storms or hurricanes), only when such rain or bad weather is in excess of the ten (10) year average for that specific period of time (from its commencement to its conclusion, as compared with the historical data for that same period) as published by the National Oceanic and Atmospheric Administration for the area where the Project is located.

10.1.3 CM's Construction Schedule shall allow the number of days it deems necessary for rain and bad weather when CM prepares its schedule and not every day of adverse weather conditions abnormal for the period of time shall be grounds for an extension of time. CM and Owner acknowledge that any Project site rain gauge measurements will not be relied upon for determining rain fall amounts. CM shall use commercially reasonable efforts to mitigate the effects of any delays described in this Section so as to minimize any effect on the schedule for completion of the Work.

10.1.4 No Damages for Delay – CM's exclusive remedy for delay in the performance of the Work required by the Agreement caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or A/E and claims based on breach of the Agreement or negligence, shall be an extension of Contract Time. CM expressly acknowledges and agrees that it is not entitled to receive damages for delay. However, if final completion of the Work is materially delayed through no fault of the CM and CM suffers direct costs from such delay, CM may submit a proposed Change Order or Amendment to Owner for consideration.

10.2 Liquidated Damages

10.2.1 It is hereby understood and mutually agreed, by and between CM and Owner, that the Contract Time for completion of the Work indicated in the Contract Documents is a reasonable time period in which to complete the Work and achieve Substantial and Final Completion for the Project.

10.2.2 Time is of the essence in this Agreement. Owner and CM recognize that Owner will suffer financial loss if the Work associated with the Construction Phase is not substantially completed within the time specified in the GMP Amendment, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public and enhance the delivery of valuable education to the public, in Manatee County, Florida.

10.2.3 It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from CM, if CM fails to achieve Substantial Completion of the Work within the required Contract Time. Should CM fail to achieve Substantial Completion of the work within the Contract Time or as otherwise required by the Contract Documents, the Owner shall be entitled to assess as liquidated damages, but not as a penalty, against CM and/or its Surety, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing each calendar day until the actual date of Substantial Completion is achieved.

Contract Amount			Liquidated Damages Per Calendar Day
$1,000	to	$20,000	$100
20,001	to	75,000	200
75,001	to	150,000	500
150,001	to	350,000	750
350,001	to	750,000	800
750,001	to	1,000,000	1,000
1,000,001	to	2,000,000	1,200
2,000,001	to	3,000,000	1,500

3,000,001	to	4,000,000	1,600
4,000,001	to	5,000,000	1,700
5,000,001	to	6,000,000	1,800
6,000,001	to	7,000,000	1,900
7,000,001	to	8,000,000	2,000
8,000,001	to	9,000,000	2,100
9,000,001	to	10,000,000	2,200
10,000,001	to	11,000,000	2,300
11,000,001	to	12,000,000	2,400
12,000,001	and over		2,500

10.2.4 The Liquidated Damages amount per calendar day are fixed and agreed upon by and between the CM and the Owner because of the impracticality and difficulty of ascertaining actual damages the Owner will sustain. It is agreed that the liquidated damages amount per calendar day is adequate to cover damages, which the Owner will sustain by reason of inconvenience, loss of use, loss of monies, and additional costs of contract administration by the A/E and Owner.

10.2.5 Permitting the CM to continue to finish the Work or any part of the Work after time fixed for its completion or after date to which time for completion may have been extended shall in no way constitute a waiver on the part of the Owner of any rights under the Agreement.

10.2.6 Owner may deduct liquidated damages prescribed in this section from any unpaid amounts then or thereafter due CM under the Agreement and any liquidated damages not so deducted shall be payable to Owner by CM upon demand by Owner plus interest from the date of demand at the maximum legal rate of interest until paid.

10.2.7 It is further mutually understood and agreed that Owner's assessment of liquidated damages for delays is intended to compensate Owner solely for CM's failure to substantially complete the Work in the Contract Time and shall not release CM from liability from any other breach of Agreement requirements.

10.2.8 If the liquidated damages set forth herein are deemed unenforceable for any reason, Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of CM's failure to achieve Substantial Completion of the Work.

10.2.9 Liquidated Damages shall be assigned to the CM if punch list items have not been completed within ninety (90) days after Substantial Completion. The value of punch list items shall be determined by the A/E and multiplied by two (2). This value shall be withheld until the item has been completed. In addition, the Owner may obtain the services of others to complete unfinished punch list items after ninety (90) days have expired. Costs for this work shall be deducted from the CM's final payment. Liquidated Damages for punch list items shall commence on the ninety-first (91st) day after Substantial Completion and accrue until the final Application for Payment has been approved by the A/E. The CM, and its Surety, shall pay to the Owner any sums hereinafter stipulated as fixed, agreed, and liquidated damages for each calendar day of delay until the punch list items are complete.

200% of Estimated Cost To Complete Punchlist			Liquidated Damages Per Day
$1,000	to	$25,000	$100
25,001	to	50,000	125
50,001	to	100,000	150
100,001	to	250,000	175
250,001	to	500,000	200
500,001	to	1,000,000	250
1,000,001	to	2,000,000	300
2,000,001	to	3,000,000	375
3,000,001	to	4,000,000	500
4,000,001	to	5,000,000	625
5,000,001	to	6,000,000	750
6,000,001	to	7,000,000	875
7,000,001	to	8,000,000	1,000
8,000,001	to	9,000,000	1,125
9,000,001	to	10,000,000	1,250
10,000,001	to	11,000,000	1,375
11,000,001	to	12,000,000	1,500
12,000,001	and over		$12.50 per $100,000

10.2.10 "Days" means consecutive calendar days unless a contrary intent is specifically indicated with regard to any reference to the word "days."

10.2.11 The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.

ARTICLE 11
PAYMENTS TO THE CONSTRUCTION MANAGER

11.1 Progress Payments

11.1.1 At the time it submits its GMP Proposal to Owner, CM also shall submit to Owner and A/E, for their review, a GMP Budget Summary, which will become the Schedule of Values and is based upon the GMP Proposal listing the major elements of the Work and the dollar value for each element and, if required by Owner, broken down further into the major elements of the Work to be completed during the various phases of the Work. That revised Schedule of Values, as further revised to reflect the final negotiated GMP amount and as approved by Owner, will be attached to the GMP Amendment and shall be used as the basis for CM's monthly Applications for Payment thereafter. This revised Schedule of Values shall be updated for the current month Change Orders and Amendments and submitted each month to A/E along with a completed and notarized copy of the Construction Manager's Application and Certificate for Payment ("**Application for Payment**") form attached to the Agreement as **Exhibit A**.

11.1.2 Each month, the CM shall complete and submit to the Owner the sworn, notarized CM Application for Payment attached hereto as in **Exhibit A** together with an updated Schedule of Values and cost reports required under Article 2 and **Exhibit E**, which detail all costs spent, costs accumulated, or costs incurred in completing the Work during the previous period, plus the amount of the CM Fee that is due as provided in Article 6. Owner shall pay CM any undisputed amounts of CM's Application for Payment within

twenty-five (25) business days of Owner's receipt of same. General Conditions and/or General Requirements shall be paid based on the percentage of Work completed on site, with the exception of CM's initial Application for Payment which may include reimbursement for Bond costs. Owner shall have the right to verify and substantiate any amounts listed within the CM's Application for Payment. Five percent (5%) retainage, or the maximum allowed by applicable law, shall be held on all payments; however, when approved by the Owner, certain suppliers and subcontractors may be paid the entire amount due at the Owner's discretion. At the Owner's discretion, the Owner may pay CM the entire amount due without holding retainage for the CM's General Requirements, the CM's Fee, Insurance and Bond Costs. Owner reserves the right, at its sole discretion, to reduce or release any portion of such retainage prior to final payment; provided, however, nothing in this Section shall preclude or limit Owner's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law. Any reduction or release of retainage, or portion thereof shall not be a waiver of (i) any of Owner's rights to retainage in connection with other payments to CM, or (ii) any other right or remedy that Owner has under the Contract Documents, at law or in equity. Upon request, CM shall provide Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond, in the form required by the Owner.

11.1.3 In addition to the CM certifications set forth in the Application for Payment form attached as **Exhibit A**, the CM's submission of each Application for Payment to Owner shall also constitute a representation by CM to Owner that: (1) there are no liens or claims outstanding or known to exist at the date of the Application for Payment; (2) duly executed waivers and releases have been obtained from all subcontractors and suppliers for work done and materials furnished through the date of payment; and (3) such Application for Payment has not been front-end-loaded either by CM or by any of its subcontractors or suppliers (including placing a value on a line item that is in excess of its cost, increasing unit prices on early completed items while decreasing unit prices on later completed ones, and/or inflating the percentage of completion on line items).

11.1.4 All Applications for Payment to the Owner must be submitted to the Project Director at the address identified herein. Payments to CM shall in no way imply approval or acceptance of CM's work.

11.2 Payments to Subcontractors

11.2.1 The CM shall promptly, within 10 days after receipt of payment from the Owner, pay all the amount due subcontractors less a retainage of five percent (5%), or the maximum retainage amount allowed by applicable law, based on the CM's evaluation of the subcontractor's acceptable performance. If there should remain items to be completed, the CM and A/E shall list those items required for completion and the CM shall require the retainage of a sum equal to two times the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, the CM shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-builts have been submitted and instructions for the Owner's operating and maintenance personnel is complete.

11.2.2 To the extent a subcontractor has not completed the work in accordance with the Construction Documents (or CM disputes the subcontractor's invoice or pay request in good faith) and the CM notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute, the CM may withhold the disputed portion of the payment. Should the CM withhold any payment to a subcontractor, the CM shall provide a weekly report to the Owner listing all outstanding payments to subcontractors. Upon request, the CM shall return the disputed payment to the Owner and CM shall provide a credit to the costs of the Project in the CM's next Application for Payment in the amount of any interest earned on any such disputed payment.

11.2.3 Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval by the Owner, CM and A/E.

11.3 Final Payment to CM

11.3.1 Final Payment constituting the unpaid balance of the Cost of the Project and the CM's fee, shall be due and payable after the Owner has accepted occupancy of the Project, provided that the Project be then finally completed, that the CM has verified by its signature that it has completed all items specified on the attached **Exhibit C**, and that this Agreement has been finally performed. However, if there should remain work to be completed, the CM and the A/E shall list those items prior to the CM receiving final payment. The Owner may retain a sum equal to two times the estimated cost of completing any unfinished work and a portion of the CM's retainage, provided that said unfinished items are likewise listed separately. Thereafter, Owner shall pay to the CM, monthly, the amount retained for each incomplete item after each of said items is completed.

11.4 Payment requests shall be processed and paid in accordance with Part VII, Chapter 218, *Florida Statutes*, known as the Florida Prompt Payment Act, and the terms of this Agreement.

11.4.1 The parties shall develop a single list of items (or if the Project relates to construction of more than one building or structure or is multi-phased, a list of items for each building, structure or Project phase) required to render complete, satisfactory, and acceptance of the construction services. The parties shall specify a process for developing the list, including the responsibilities of Owner and CM in developing and reviewing the list and a reasonable time for developing the list:

11.4.1.1 For construction projects having an estimate cost of less than $10 million, the list shall be developed within thirty (30) calendar days after reaching Substantial Completion; or

11.4.1.2 For construction projects having an estimated cost of $10 million or more, the list shall be developed within thirty (30) calendar days, or, if extended by agreement between the parties, up to sixty (60) calendar days after reaching Substantial Completion of the construction services.

11.4.2 The list of items shall be delivered within five (5) days after the list has been developed and reviewed in accordance with the sections listed above.

11.4.3 The Final Completion date shall be at least thirty (30) days after the delivery of the list of items. If the list is not provided to the CM by the agreed upon date for delivery of the list, the Contract Time for Final Completion must be extended by the number of days the Owner exceeded the delivery date. However, damages may not be assessed against the CM for failing to complete the Project within the time required by the Agreement unless the CM failed to complete the Project within the Contract Time as extended within this Section.

11.4.4 The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the CM to complete all of the construction services under the Agreement.

11.4.5 Upon completion of all items on the list, the CM may submit a payment request for all remaining retainage withheld by the Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Agreement, the Owner may continue to withhold up to 150 percent (150%) of the total costs to complete such items.

11.4.6 All items that require correction under the Agreement and that are identified after preparation and delivery of the list remain the obligation of CM as defined within the Agreement.

11.4.7 Warranty items or items not included in the list of items may not affect the final payment of retainage as provided herein or as provided in the Agreement between the CM and subcontractors and suppliers.

11.4.8 Should the Owner fail to comply with its duties to develop the list required herein within the time limitations, the CM may submit a payment request for all remaining retainage withheld by the Owner and payment of any remaining undisputed Contract Amount, less any amount withheld pursuant to the Agreement for incomplete or uncorrected Work, must be paid within twenty (20) business days after receipt of a proper invoice or Application for Payment.

11.4.9 If Owner provides CM within written notice specifying the failure of CM to meet the contract requirements in the development of the list of items to be completed, the Owner is not required to pay or process any Application for Payment for retainage if the CM has, in whole or in part, failed to cooperate with Owner in the development of the list or to perform its duties under the Agreement with regard to the development of the list or if there are items requiring correction that are identified after the preparation and delivery of the list (that will remain the obligation of the CM).

11.5 Payments for Materials and Equipment

11.5.1 Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Owner on each occasion.

ARTICLE 12
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

12.1 Indemnity

12.1.1 To cover to the fullest extent permitted by law, the CM shall indemnify, and hold harmless the Owner, the A/E, the A/E consultants, and agents and employees of any of them from and against all claims, damages, losses, expenses, penalties, demands, judgments, actions, proceedings, losses or costs, including reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of the Agreement by CM or arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, expense, direct or consequential damages, or economic loss is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions, recklessness, or intentional wrongful misconduct of the CM, a Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Section.

12.1.2 In any and all claims against the Owner, the A/E, the A/E consultants, and agents and employees of any of them by any employee of the CM, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CM or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

12.1.3 CM's indemnification obligations including those specified within this Section, shall be deemed to fully comply with Section 725.06, *Florida Statutes*, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of the Agreement is determined not to be in compliance with Section 725.06, *Florida Statutes*, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that CM's indemnification obligations comply fully with Section 725.06, *Florida Statutes*, including any amendments, in all respects. CM's indemnification obligations in the Agreement are in addition to and not in lieu of any common law indemnification to which any of the indemnified parties are entitled.

12.1.4 The Owner shall cause any other CM who may have a contract with the Owner to perform construction installation work in the area where work will be performed under this Agreement, to agree to indemnify the Owner and the CM and hold them harmless from all claims for bodily injury and property damage (other than property insured under this Agreement) that may arise from the CM's operations. Such provisions shall be in a form satisfactory to the CM.

12.2 CM Insurance

12.2.1 During the term of the Agreement or for such longer period as specified in the Contract Documents or required by applicable law, CM shall provide, pay for, and maintain the types of insurance described herein by an insurance company duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida. The CM shall not commence any construction Work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the CM allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The procuring of required policies of insurance shall not be construed to limit CM's liability or to fulfill the indemnification provisions and requirements of the Agreement.

12.2.2 If any insurance provided pursuant to the Agreement expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by Owner, copies of the renewal policies and applicable additional insured endorsements, shall be furnished to Owner fifteen (15) calendar days prior to the date of expiration. CM shall also notify Owner, in a like manner, within two (2) days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CM from its insurer, and nothing contained herein shall relieve CM of this requirement to provide notice.

12.2.3 Owner shall retain the right to review, at any time, coverage, form, and amount of insurance. Should at any time CM not maintain the insurance coverages required in the Agreement, Owner may cancel the Agreement and any Amendments issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge CM for such coverages purchased. If CM fails to reimburse Owner for such costs within thirty (30) calendar days after demand, Owner has the right to offset these costs from any amount due CM under the Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under the Agreement.

12.2.4 Certificates of Insurance

12.2.4.1 CM shall deliver to Owner properly executed Certificate of Insurance forms and required additional insured endorsements in form acceptable to Owner, evidencing the fact that CM has acquired and put in place the insurance coverages and limits required hereunder. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the Department of Construction Services. The Certificate(s) shall be dated and show:

(a) The name of the insured CM, the specific job by name and number, the name of the insurer, the number of the policy, its effective date, and its termination date;

(b) Statement that the Insurer will mail notice to the Owner and a copy to the A/E at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy;

(c) Certificates of Insurance shall be in the form as approved by Insurance Services Office (ISO) and such Certificate shall clearly state all the coverages required within this Agreement; and

(d) The Owner shall be named as additional insured on the CM's commercial general liability, excess or umbrella liability and builder's risk policy or policies.

12.2.5 The acceptance by Owner of any evidence of the insurance coverages and limits required by the Agreement, including any Certificate of Insurance, policy or additional insured endorsement, does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the evidence of insurance comply with the requirements of the Agreement.

12.2.6 All insurance policies required by the Agreement shall include the following provisions and conditions by endorsement to the policies:

12.2.6.1 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by CM to meet the requirements of the Agreement shall name The School Board of Manatee County, Florida, as that name is defined herein, as an additional insured as to the operations of CM under the Contract Documents. The Owner shall be listed as an additional insured for claims caused in whole or in part by the CM's negligent acts or omissions for which loss occurs during completed operations. The additional insured language shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. The term "**The School Board of Manatee County**" shall include the Manatee County Public Schools, the Manatee County School Board, a body corporate, the School District of Manatee County and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members, officers and employees thereof in their official capacity, and/or while acting on behalf of the Manatee County School Board.

12.2.6.2 All insurance coverages of CM shall be primary to any insurance or self-insurance program carried by Owner applicable to the Agreement, and the "Other Insurance" provisions of any policies obtained by CM shall not apply to any insurance or self-insurance program carried by Owner applicable to the Agreement.

12.2.6.3 Insurance requirements itemized in the Agreement and required of CM shall be provided on behalf of all subcontractors to cover their operations performed under the Agreement. CM shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

12.2.7 <u>Worker's Compensation Insurance</u>

12.2.7.1 During the life of this Agreement, the CM shall take out and maintain Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CM shall require the

subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CM. Such insurance shall comply with the Florida Worker's Compensation Law and include the effects of all discounts, modifiers and rebates. In case any class of employees engaged in hazardous work under this Agreement at the Project site is not protected under the Worker's Compensation statute, the CM shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

12.2.8 CM's General Liability and Property Damage Insurance

12.2.8.1 During the life of this Agreement, the CM shall take out and maintain Comprehensive General Liability Insurance as shall protect the CM from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by CM or by anyone directly or indirectly employed by CM.

12.2.8.2 The general liability insurance shall be written on an "occurrence" basis, shall be maintained by CM and shall provide coverage for claims including (1) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person; (2) personal injury and advertising injury; (3) damages because of physical damage to, or destruction of, tangible property, including the loss of use of such property; (4) bodily injury or property damage arising out of completed operations; and (5) CM's indemnity obligations under the Agreement.

12.2.8.3 The general liability insurance shall provide "XCU" (explosion, collapse, underground damage) coverage for those classifications in which they are excluded, Broad Form Property Damage Coverage, Products and Completed Operations Coverages, and Contractual Liability Coverage designed to protect the CM for contractual liabilities assumed by the CM in the performance of this Agreement to the extent covered by a standard Insurance Standards Office (ISO) General Liability policy. Completed Operations coverage must be maintained by CM for not less than five (5) years following completion and acceptance by Owner of the Work performed by CM.

12.2.8.4 The general liability insurance shall not contain an exclusion or restriction of coverage for claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured and there would otherwise be no coverage for the claim; claims for property damage to the CM's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arise was performed by a subcontractor; and claims related to roofing if the Work involves roofing. Coverage shall not eliminate the subcontractor exception to "damage to your work" exclusion.

12.2.8.5 The amount of such general liability insurance shall be minimum limits as follows:

CM Comprehensive General Liability Coverage, Bodily Injury and Property Damage	$1,000,000 each Occurrence Combined Single Limit

Insurance clauses for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

12.2.9 Automobile Liability Insurance

12.2.9.1 During the life of this Agreement, the CM shall take out and maintain automobile liability insurance as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Automobile Liability Coverages, Bodily Injury and Property Damage	$100,000 Each Occurrence Combined Single Limit

12.2.10 Subcontractor's General Liability and Property Damage Insurance

12.2.10.1 During the life of the subcontracts, the CM shall require each of its subcontractors to procure and maintain insurance of the type specified above or insure the activities of its subcontractors in the CM's policies in an amount that is appropriate for the work to be performed.

12.2.11 Owner's and Construction Manager's Protective Liability Insurance

12.2.11.1 The CM shall procure and furnish, as a cost of the Project, an Owner's and CM's Protective Liability Insurance Policy with the following minimum limits:

Bodily Injury Liability and Property Damage Liability	$1,000,000 each Occurrence Combined Single Limit

12.2.12 Umbrella Liability Insurance or Excess Liability Insurance

12.2.12.1 During the life of this Agreement, the CM shall take out and maintain umbrella liability or excess liability insurance. Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein. The amount of such umbrella liability or excess liability insurance shall be minimum limits as follows:

Excess Liability, Umbrella Form	$3,000,000 each Occurrence Combined Single Limit

12.2.13 Builder's Risk Coverage

12.2.13.1 During the life of this Agreement, the CM shall take out and maintain a "Builder's Risk Policy" completed value form as a cost of the Project, issued to provide coverages on an "all risk" basis including theft and stored materials. This coverage shall not be lapsed or cancelled because of partial occupancy by the Owner prior to Substantial Completion of the Project. The policy shall have a deductible in an amount acceptable to the Owner and that meets the industry standards and any losses not covered by insurance shall be paid by the Owner out of unforeseen conditions and the Owner shall be listed as an additional insured. Builder's Risk coverage may be waived by the Owner on existing schools, sites or campuses.

12.3 Waiver of Subrogation

12.3.1 The Owner and the CM waive all rights against each other, for damages caused by perils covered by insurance provided under Article 12 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and CM as trustees. The CM shall require similar waivers from all subcontractors and their subcontractors.

12.3.2 The Owner and CM waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The CM shall require similar waivers from all subcontractors and their sub-subcontractors.

12.3.3 The Owner waives subrogation against the CM on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

12.3.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 13
TERMINATION

13.1 Termination by the CM

13.1.1 If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government other than the Owner, such as a declaration of a national emergency making materials unavailable, through no act or fault of the CM, upon seven (7) days written notice to the Owner, terminate this Agreement and request payment for all work executed, the CM Fee earned to date, and for any proven loss sustained upon any materials, equipment tools, construction equipment, and machinery, demobilization, restocking and cancellation expenses incurred by the CM associated with early termination of the Work.

13.2 Owner's Right to Perform CM's Obligations and Termination by Owner for Cause

13.2.1 If the CM fails to perform any of its obligations under this Agreement including any obligation it performs with its own forces, the Owner may, after seven (7) days without correction, produce a written notice to the CM allowing fourteen (14) days to cure the problem. If during the 14-day period, the CM fails to perform such obligations and make good such deficiencies, the CM's Fee shall be reduced by the cost required to cure the deficiencies.

13.2.2 If the CM is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls forty-five (45) days or more behind schedule), which has been adopted by the Construction Team, or if it fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise materially breaches a provision of the Agreement or the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the CM and its surety, if any, seven (7) days written notice, during which period CM fails to cure the violation, terminate CM's right to proceed under the Agreement in whole or in part and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 16. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed the CM for subcontract work).

13.2.3 If the CM refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by the CM in conjunction with this Agreement, then the Owner may, without prejudice to any right or remedy and after giving the CM and its Surety, if any, seven (7) days written notice, during which period CM still fails to allow access, terminate the employment of the CM and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 7. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed to the CM for subcontract work).

13.3 Termination by Owner Without Cause

13.3.1 If the Owner terminates this Agreement without cause, CM's recovery against Owner shall be limited to the unpaid portion of the Contract Amount earned through the date of termination, together with any withheld retainage. The Owner shall also pay the CM fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of the Agreement, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual

claims that the CM has previously undertaken or incurred in good faith in connection with said Project. The CM shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the CM under such obligations or commitments. CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

13.3.2 After the establishment of the GMP or at the completion of Stage III or any time thereafter, if the final cost estimates or a change in funding makes the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the CM its proportionate CM Fee due in accordance with Article 6 plus any costs incurred pursuant to Articles 7 and 8. CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

ARTICLE 14
ASSIGNMENT, GOVERNING LAW, CLAIMS AND DISPUTE RESOLUTION

14.1 Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties to the Agreement.

14.2 Neither the Owner nor the CM shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

14.3 This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida, without regard to its choice of law provisions.

14.4 Claims and Disputes

14.4.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

14.4.2 Initial notice of Claims by CM shall be made in writing to Owner and A/E within seven (7) calendar days after the first day of the event giving rise to such Claim or else CM shall be deemed to have waived the Claim. Written supporting data shall be submitted to Owner and A/E within thirty (30) calendar days after the occurrence of the event, unless Owner grants additional time in writing, or else CM shall be deemed to have waived the Claim.

14.4.3 CM shall proceed diligently with its performance as directed by Owner, regardless of any pending Claim, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments of undisputed amounts due in accordance with the Contract Documents during the pendency of any Claim.

14.4.4 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation

before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Section 44.102, *Florida Statutes*.

14.5 Litigation

14.5.1 Any litigation between Owner and CM (which term for the purposes of this Section shall include CM's surety), whether arising out of any Claim or arising out of the Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and CM each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. The exclusive venue of any such litigation between Owner and CM shall lie and be only in the appropriate State courts of the State of Florida's Twelfth Judicial Circuit in and for Manatee County, Florida. CM consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

14.5.2 In the event of any Claim or dispute arising out of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees (including fees for determining the amount of fees due) at all levels, including at trial, on appeal, and in bankruptcy and post-judgment proceedings.

14.6 Waiver of Claims for Consequential Damages

14.6.1 The CM and Owner waive Claims against each other for consequential damages arising out of or relating to this Agreement. The mutual waiver includes: (1) damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the CM for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

ARTICLE 15
FORCE MAJEURE, FIRE OR OTHER CASUALTY

15.1 Force Majeure

15.1.1 Delays in any performance by any party contemplated or required hereunder due to: fire, flood, earthquake or hurricane, acts of God, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, or any law, order, proclamation, regulation or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated and without the fault or negligence of the party seeking excuse from performance, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure, the date for performance required or contemplated by

this Agreement shall be extended by the number of calendar days such party is actually delayed in such Substantial Completion.

15.1.2 The party seeking excuse for nonperformance on the basis of Force Majeure shall promptly give written notice to the Owner, if with respect to the CM, or to the CM, if with respect to the Owner, specifying its, actual or anticipated duration, and weekly thereafter, if such delay shall be continuing, written notice stating whether the condition continues and giving its actual or then anticipated duration. Each party seeking excuse from nonperformance on the basis for Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

15.2 Casualty: Actions by Owner and CM

15.2.1 During the construction period, if the Project, or any part thereof, shall have been damaged or destroyed, in whole or in part, the CM shall promptly make proof of loss and Owner and CM shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction.

15.2.2 The CM shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses and other changes, including normal and ordinary compensation to the CM, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications.

15.2.2.1 Within fifteen (15) days following satisfaction of the express conditions described in subsections (a), (b) and (c) below, CM covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content and general appearance as prior to such loss or damage:

(a) Receipt by the Owner or the Trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction; and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;

(b) Written agreement executed by the CM and the Owner, by amendment to this Agreement or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Amount necessitated thereby, including any required amendment to the GMP; and

(c) Final approval by the Owner of the Project plans and specifications for such repair or reconstruction and issuance of any required building permit.

15.3 Approval of Plans and Specifications

15.3.1 The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to be substantially the same condition as prior to such loss or damage and such plans and specifications conform to the applicable laws, ordinance, codes and regulations. Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the CM as a result of such loss or damage shall be used solely for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

15.4 Notice of Loss or Damage.

15.4.1 CM shall promptly give Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by CM will increase the GMP or extend the date of Substantial Completion, then expectations of CM as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage, which the CM determines, will not affect the GMP or date of Substantial Completion will be reported to the Owner and A/E within five (5) days and associated corrective actions will be undertaken without delay.

ARTICLE 16
SPECIAL PROVISIONS

16.1 Prohibition Against Contingent Fees

16.1.1 By signing this Agreement, the CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for this firm to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for this firm any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

16.2 Employment Eligibility Verification ("E-VERIFY")

16.2.1 Employment Eligibility Verification ("E-VERIFY"): By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system. E-Verify Number 427336.

16.3 Truth-In-Negotiation

16.3.1 In compliance with the Consultants' Competitive Negotiation Action, Section 287.055, *Florida Statutes*, by signing this Agreement, the CM certifies that wage rates and other

factual unit costs supporting the compensation to be paid under this Agreement are accurate, complete and current as of the date of this Agreement. It is further agreed that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which it is determined the contract prices was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

16.4 Compliance with Jessica Lundsford Act

16.4.1 The School District of Manatee County and the State of Florida requires all CMs and subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Sections 1012.465 and 1012.32. Information on JLA requirements and how to comply can be accessed at: https://www.manateeschools.net/Page/6689.

16.5 Sovereign Immunity

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

16.6 Custodian of Public Record

IF THE CM HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Public Records Custodian, 215 MANATEE AVENUE W., BRADENTON, FL 34205 (941) 708-8770, publicrecords@manateeschools.net.

16.6.1 The CM must comply with public records law and specifically:

16.6.1.1 Keep and maintain public records required by Owner to perform the service.

16.6.1.2 Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that complies with Chapter 119, *Florida Statutes*, or as otherwise provided by law.

16.6.1.3 Ensure that public records in the CM's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the

Agreement if the CM does not transfer the records to the Owner.

16.6.1.4 Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the CM, as the term "public records" is defined within Chapter 119, *Florida Statutes*, or keep and maintain public records required by the Owner to perform the service. If the CM transfers all public records to the Owner upon completion of the Agreement, CM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CM keeps and maintains public records upon completion of the Agreement, the CM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

16.7 Public Entity Crime Information Statement

16.7.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CM, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any contract in violation of this section shall be voidable by the Owner.

16.8 Compliance with Laws

16.8.1 CM agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including those dealing with safety (including the Trench Safety Act, Chapter 553, *Florida Statutes*). If CM observes that the Contract Documents are at variance therewith, it shall promptly notify Owner and A/E in writing.

16.9 No Waiver

16.9.1 The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. Waiver by Owner of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Agreement. No approval, consent or waiver by Owner shall be effective unless it is in writing and then only to the extent specifically stated.

16.10 Severability

16.10.1 Should any provision of the Agreement be determined to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

16.11 Notices

16.11.1 All notices, consents, or approvals required or permitted to be given under the terms of the Agreement shall be in writing and shall be sent by: (1) FedEx or other nationally recognized overnight air courier service, postage prepaid, for next business day delivery, and (2) by email correspondence to the respective parties set forth below in this section, as applicable. Notice given in accordance with this Section shall be effective on the first business day after having been delivered to a nationally recognized overnight air courier service, such as FedEx, for "next business day" delivery in each case addressed to the respective party at the address for notice specified in this Section below.

16.11.2 Notices, consents or approvals required or permitted to be given to Owner shall be delivered to Owner at:

Project Director
Jeffery Medwetz
1 Matzke Way
Bradenton, FL 34208
Attention: Jeffery Medwetz
Email: medwetzj@manateeschools.net

16.11.3 Notices, consents or approvals required or permitted to be given to CM shall be delivered to CM at:

Halfacre Construction Compay
7015 Professional Parkway
Sarasota, FL 34240
Attention: Greg Witt
Email: gwitt@halfacreco.com

_____

16.11.4 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONSTRUCTION MANAGER:

By: _____
(Corporate Secretary Signature)

_____

As Witnessed:
_____

By: _____
(Corporate Vice President Signature)

Greg Witt
(Corporate Vice President Name)

Halfacre Construction Company
(Type Name of Corporation)

(Corporate Seal)

DATE: 07/06/2022

** *Signatures Continue on Next Page* **

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form:

_____ Project Director

_____ Director

_____ Deputy Superintendent

Approved As to Form and Legality:

_____ General Counsel

_____ Superintendent of Schools

_____ School Board Chairman

_____ Witness

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____
Owner: School District of Manatee County Request #: _____
Department of Construction Services Period ending: _____
Project Director: _____
Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director:_____ Date: _____

By DCS Director:_____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
TBD		

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: 3951575966

Project Name: Haile Middle School Addition and Renovations

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	Jeffery Medwetz
SBMC Project Assistant	Tina Lundy
Architect	Long and Associates
Consulting Engineers	TBD
Structural Engineer	TBD
Mechanical Engineer	TBD
Electrical Engineer	TBD
Construction Manager	Halfacre Construction Company
SBMC Instructional Member	Katherine Barlaug
SAC Member	TBD

EXHIBIT E

PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) REPORT FORMAT

The purpose of this report is to share high level project information with the Owner. CM will provide one (1) hard copy and one (1) electronic copy of the PMIS with each application for payment.

1. Cover Sheet

   - Project Name
   - Construction Team
   - Date of Report

2. Executive Summary

   - Brief Project Description
   - Summary of Status of Job

3. Contract Cost Status

   - Contract Amendments and Change Orders
   - Direct Material Purchasing Status/Sales Tax Savings
   - Unforeseen Conditions Fund (Expenditures and Balance)
   - Allowances (Expenditures and Balance)

4. Project Schedule

   - Updated Progress Schedule

5. Critical Issues

   - Any Project items requiring prompt attention or action

6. Subcontractor/Vendor Listing

   - Subcontract Commitment Status

7. Progress Photographs

   - Aerial photos
   - Other Photos include dated photographs to provide a visual representation of work in place.

EXHIBIT F

A. Project Description:

The scope of work includes, but is not limited to:

- 10-classroom building addition with associated support spaces
- Complete renovation of existing facility
- Replace roof systems
- Mechanical systems and associated piping
- Plumbing systems and associated piping
- Building envelope improvements including window, door, and insulation systems
- Improve technology infrastructure
- Improve Campus safety/security
- Replace Life Safety Systems including fire alarm
- Kitchen reconfiguration and partial food service equipment replacement
- Repair site canopies, concrete walks, and associated drainage
- Site improvements including storm water.

HALFACRE
CONSTRUCTION COMPANY

June 2, 2022

Mr. Jeff Medwetz, Project Director
School District of Manatee County
Construction Services Department
1 Matzke Way, Building 7
Bradenton, FL 34208

RE: Haile Middle School Renovation
9501 SR 64 East – Bradenton, FL 34212

PRECONSTRUCTION SERVICES PROPOSAL

Dear Jeff:

Halfacre Construction Company is pleased to provide this pre-construction services proposal for the Haile Middle School Renovation project in the amount of $100,000.00.

This fee is calculated using a flat rate based on the construction budget: $29,200,000.00.

Thank you for the opportunity to provide pre-construction services for this project, and we look forward to working with you.

Pre-Construction Services Fee: $100,000.00

Respectfully,
HALFACRE CONSTRUCTION COMPANY

Greg Witt
Vice President

Approved per conversation with William Horton.

cc: Tina Lundy

AGENDA ITEM NO. 10.25

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Haile Middle School - Classroom Addition and Renovation - Agreement Between Owner and Long and Associates Architects|Engineers, Inc., in the Amount of $2,059,250.00

Executive Summary
The purpose of the requested action is to enter into an Agreement between Owner and Long and Associates Architects|Engineers, Inc., which will provide architectural and engineering services for a classroom addition for Haile Middle School. The scope of work will include but is not limited to a (10) ten classroom building addition and renovations to the entire campus. Included in this project are roof systems replacement, mechanical systems and associated piping plumbing systems, and associated piping building envelope improvements including window, door, and insulation systems, campus safety/security improvements, replacement of life safety systems including fire alarms, kitchen reconfiguration with partial equipment replacement, site improvements to include canopies, concrete walks, and associated drainage, and deep energy retrofit.

Haile Middle School Classroom Addition and Renovation Summary Sheet is attached for reference.

The classroom addition does not require an Educational Plant Survey due to the source of funding. The campus renovations are survey recommended.

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of Haile Middle School - Classroom Addition and Renovation - Agreement between Owner and Long and Associates Architects|Engineers, Inc., in the amount of $2,059,250.00.

Financial Impact
The fee for architectural and engineering services is $2,059,250.00 and is included in the total project budget requirement of $36,125,400.00. **This project is funded by Capital Outlay funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Haile MS Classroom Add and Reno Summary Sheet
Haile MS Classroom Add and Reno AE Agreement

Haile Middle School Classroom Addition and Building Renovation

PROJECT DIRECTOR: Jeff Medwetz

ARCHITECT/ENGINEER:	Long and Associates		Selected through the Request for Qualifications
CONSTRUCTION MANAGER:	Halfacre Construction Company		Selected through the Request for Qualifications
BUILDING OFFICIAL:	TBD		
PROJECT BUDGET:	$	36,125,400.00	(07/26/2022) Original Project Budget

HISTORY: Haile Middle School was originally constructed in 1997. The existing building contains 988 permanent student stations with a capacity of 889. At project completion, permanent student stations will increase to 1208 with a capacity of 1087. The building area includes 150,483 square feet. The anticipated addition will likely be in excess of 11,000 square feet. In past years, numerous maintenance repairs have been completed at the campus. A building envelope study was initiated in 2008 that resulted in repairs and wall replacements due to water damage on campus.

SCOPE: The scope of work will include but is not limited to, a (10) ten classroom building addition and renovations to the entire campus. Included in this project are roof systems replacement, mechanical systems, and associated piping, plumbing systems, and associated piping, building envelope improvements including window, door and insulation systems, improve campus safety/security, replace life safety systems including fire alarm, kitchen reconfiguration with partial equipment replacement, site improvements to include canopies, concrete walks and associated drainage, and deep energy retrofit.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: The classroom addition does not require an Educational Plant Survey due to the source of funding. The campus renovations are survey recommended.

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:			Approved	Selection Process
Agreement:	$2,059,250.00	July 26,2022	Pending	Architectural/Engineering Services
TOTAL	$2,059,250.00			

CONSTRUCTION MANAGER - Haile Middle

ITEM	$$	Date	Board Action	Notes
Auth to Neg:			Approved	Selection Process
Agreement:	$100,000.00	July 26, 2022	Pending	Pre-Construction Services
TOTAL	$100,000.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
TOTAL				

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
TOTAL				

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES
AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER

SBMC CONTRACT NO: _____

PROJECT NAME AND LOCATION: **Haile Middle School - Classroom Addition and Renovation**
9501 State Road 64 East
Manatee County, Florida

PROJECT DESCRIPTION AND SCOPE OF WORK: The scope of work will include but is not limited to, a (10) ten classroom building addition and renovations to the entire campus. Included in this project are roof systems replacement, mechanical systems, and associated piping, plumbing systems, and associated piping, building envelope improvements including window, door and insulation systems, improve campus safety/security, replace life safety systems including fire alarm, kitchen reconfiguration with partial equipment replacement, site improvements to include canopies, concrete walks and associated drainage, and deep energy retrofit.
(hereinafter, the "**Scope of Work**"). Exhibits A through D, further defining the Scope of Work, are attached hereto and incorporated herein by reference.

TOTAL PROJECT BUDGET: The Total Project Budget is **$36,125,400.00** and is comprised of the following:

1. Design Services	$ 2,174,786.00
2. Construction Services	$ 29,200,000.00
3. Owner Services	$ 3,796,414.00
4. FF&E and Technology	$ 954,200.00
TOTAL PROJECT BUDGET:	$ 36,125,400.00

START DATE (NOTICE TO PROCEED): TBD

SUBSTANTIAL COMPLETION: TBD

FINAL COMPLETION: TBD

ARCHITECT/ENGINEER ("**A/E**"): Long & Associates Architects/Engineers, Inc.
4525 S. Manhattan Avenue
Tampa, FL 33611
Office: (813) 839-0506
Fax: (813) 839-4615
Email: Travis@longandassociates.com

CONSTRUCTION MANAGER ("**CM**"): Halfacre Construction Company
7015 Professional Parkway
Sarasota, FL 34240
Office: (941) 907-9099
Fax: (941) 907-9079
Email: gwitt@halfacreco.com

AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER

THIS AGREEMENT is made this 27th day of July in the year 2022 by and between the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA ("**Owner**") and the **Long & Associates/Engineers, Inc., 4525 S. Manhattan Avenue, Tampa, FL., 33611, Federal Tax ID Number 59-1535380, Architect License Number AR0015104**, authorized to do business in the State of Florida ("**A/E**"), for A/E to perform architectural, engineering and/or other professional services described herein for the design and construction of a Classroom Addition and Renovations located at Haile Middle School (the "**Project**"). The Owner and the A/E, for the consideration set forth herein, agree as follows:

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

1.1 The Construction Team

1.1.1 The CM, the Owner and the A/E comprise the Construction Team and shall work together from the start of Project planning through Final Completion and be available thereafter to the extent additional services are required.

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

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

1.2 The A/E

1.2.1 The A/E shall provide Owner with professional architectural and other professional services described herein in all phases of the Project to which this Agreement applies. All services to be provided by A/E pursuant to this Agreement shall be in conformance with the Scope of Work described herein and within **Exhibits A – D**.

1.2.2 The A/E accepts a relationship of trust and confidence established by the Owner and this Agreement. The A/E represents to Owner that it has expertise in the type of professional services that will be required for the Project. A/E agrees to provide its services using its professional skill and judgment, to use its best efforts to complete the Project in the most expeditious and economical manner consistent with the Owner's interest, and to work with the Owner and the CM to further the interests of the Owner.

1.2.3 A/E shall be acting as an independent contractor at all times during the Project and no provision in the Agreement shall create an employment or agency relationship between the parties.

1.2.4 A/E agrees to cooperate with CM with respect to CM's delivery of services to Owner. A/E agrees to incorporate, whenever practicable and consistent with good design, and after Owner's written approval, all suggestions or recommendations timely made by CM with respect to the Project design.

1.2.5 A/E agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Manatee County, Florida, including all licenses required by the respective state boards and other governmental

agencies responsible for regulating and licensing the professional services to be provided and performed by A/E pursuant to this Agreement.

1.2.6 A/E agrees that, when the services to be provided pursuant to the Agreement relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, A/E shall employ and/or retain only qualified personnel to provide such services.

1.2.7 A/E agrees that its services provided pursuant to this Agreement shall be subject to Owner's reasonable review and approval. A/E agrees to comply, at its own expense, with all federal, state and local laws, applicable statutes, ordinances, codes, administrative orders, rules, regulations including utility regulations, local and state fire marshal requirements and the Florida Building Code, as well as the requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by A/E including, but not limited to, any interlocal agreements between Owner and Manatee County. In the event of any conflicts in these requirements, A/E shall promptly notify Owner of such conflict in writing and utilize its best professional judgment to resolve the conflict. Nothing in this Agreement shall be construed to eliminate A/E's responsibility for compliance of its design, its documents and its services with applicable local, state and federal statutes and regulations and applicable professional practice standards. Owner's approval of the design documents in no way relieves A/E of its obligation to deliver complete and accurate documents necessary for successful construction of the Project.

1.2.8 Any Contract Documents, as defined herein, prepared or furnished by A/E that contain errors, conflicts or omissions will be promptly corrected by A/E at no additional cost to Owner. A/E shall promptly notify Owner in writing of any discovered discrepancies, inconsistencies, or missing information necessary to provide reasonably accurate and complete documents. If CM reports to A/E any conflicts, errors or discrepancies in the Contract Documents, including during construction, A/E shall provide a written interpretation or clarification of the Contract Documents within a reasonable time period so as to not delay the Project.

1.2.9 A/E shall be responsible for obtaining and thoroughly and carefully reviewing all surveys and geological reports with respect to the Project including those reports obtained and/or provided by Owner. A/E's design documents shall be consistent and coordinated with the information set forth in all such surveys and geological reports. In the event A/E has any questions or concerns about the contents of any such surveys or reports, A/E shall notify Owner in writing within ten (10) days of A/E's receipt of any such surveys or geological reports. A/E and Owner will attempt to mutually resolve any such questions or concerns.

1.2.10 A/E agrees, for both itself and all of its 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.

1.2.11 Key representatives for the A/E are shown on **Exhibit A** and shall not be revised without the written approval of the Owner such approval not to be unreasonably withheld. The A/E representatives who are designated are authorized and responsible to act on behalf of A/E with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. By execution of this Agreement acknowledges that the key representatives identified on **Exhibit A** have full authority to bind and obligate A/E on all matters arising out of or relating to this Agreement.

1.2.12 A/E Consultants

1.2.12.1 The services to be performed pursuant to this Agreement shall be performed by the A/E and A/E's consultants identified in **Exhibit A** ("**Consultants**") unless otherwise authorized in writing by Owner. The employment of, contract with, or use of the services of any other person or firm by A/E, as independent consultant or otherwise, shall be subject to the prior written approval of Owner. No provision of this Agreement shall, however, be construed as constituting an agreement between Owner and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against Owner beyond such as may otherwise exist without regard to this Agreement. Notwithstanding the foregoing, Owner shall enjoy the same benefits and rights as to A/E's Consultants as A/E enjoys with respect to A/E's Consultants and all of A/E's agreements with A/E's Consultants shall be in writing, signed by both parties and shall include the following provision: "Owner is intended to be an express, recognized third-party beneficiary of this Agreement."

1.2.12.2 Should Owner terminate this Agreement with A/E, Owner shall, upon Owner's request, obtain assignment of those of the Consultant's agreement(s) with a different A/E elected by Owner. Each of A/E's agreements with the Consultants shall specifically provide that Owner shall only be responsible to the Consultants for those obligations of A/E that accrue subsequent to Owner's exercise of its right to take an assignment of such agreement. Each of A/E's agreements with Consultants shall require or provide that: (a) nothing in the Contract Documents will create a contractual relationship between Owner and the Consultant unless Owner elects to accept contingent assignment of the agreement as provided herein, and (b) the Consultant shall resolve all disputes involving Owner in the same manner as provided in Article 13 below.

1.2.12.3 At Owner's request, A/E shall provide to Owner copies of all of A/E's agreements with A/E's Consultants.

1.2.12.4 A/E shall be responsible to Owner for the acts and omissions of A/E's employees and Consultants arising out of or resulting from the performance of services hereunder including those that that do not conform to the A/E's standard of care, would constitute a breach of this Agreement if the act or omission were committed by A/E, or are otherwise wrongful or unlawful.

1.3 Extent of Agreement

1.3.1 This Agreement is complementary to the drawings, specifications, conditions of the contract (General, Supplementary and other Conditions, if applicable), recordings of presentations and interviews (including the content of the audio/visual oral presentation made to the Professional Selection Committee), and, together with them, comprises the full and entire Agreement between the Owner and the A/E and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions or other documents for construction.

1.3.2 No modification or amendment to the Agreement shall be valid or binding upon the Owner and the A/E unless in writing and executed by the parties intending to be bound by it.

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

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

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

1.3.6 All representations and covenants of the parties shall survive the expiration of the Agreement. All of A/E's representations and indemnifications made in or required by the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment to A/E for its services and termination or completion of the Agreement.

1.3.7 This Agreement shall not be recorded.

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

1.4 Definitions

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

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

1.4.3 "**Owner Construction Services Budget**" is comprised of Owner's funds that are budgeted, requested and available for the construction of the Project and is **$ 29,200,000.00** , including all CM fees and costs of the work as further identified below:

Construction Costs	$ TBD
General Conditions	$ TBD
Overhead and Profit	$ TBD
Pre-Construction	$ 100,000.00
Unforeseen Conditions	$ TBD
Bond	$ TBD
TOTAL	$ 100,000.00

1.4.4 "**Total Project Cost**" is comprised of the actual costs for all design services, construction services, Owner services and all fees and other costs necessary to design, develop and construct the Project and is **$36,125,400.00**.

1.4.5 "**Contract Documents**" consist of the agreement between the Owner and the CM (the "**CM Agreement**"), the exhibits described therein, and any executed and issued addenda,

Change Orders, and amendments signed by Owner. The term "Contract Documents" shall also include all plans and specifications for the construction of the Project ("**Construction Documents**") prepared by the A/E including any revisions, but only after the Construction Documents have been completed by A/E and approved in writing by Owner. Upon Owner's acceptance of CM's proposal for the Guaranteed Maximum Price (the "**GMP Proposal**"), the GMP will become an Amendment to the Agreement ("**GMP Amendment**") and will become a part of the Contract Documents and shall establish the Agreement's GMP, Contract Time and liquidated damages for incorporated phases of work.

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

(a) Duly executed amendments, Change Orders, Addenda and Architect Supplemental Instructions ("ASIs") with those of a later date having precedence over those of an earlier date;

(b) The CM Agreement, not including the Exhibits;

(c) Exhibits to the CM Agreement; and

(d) All other Contract Documents with those of a later date having precedence over those of an earlier date.

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

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

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

1.4.9 "**Business Day**" shall mean all days of the week excluding Saturdays and Sundays and all legal holidays observed by Owner. For provisions within the Agreement that require a certain action within a specified time period, the Owner and A/E may mutually agree to a different time period depending on the circumstances of the particular Project.

1.4.10 "**Total Project Budget**" means the total cost of the Project including design services, construction services, Owner services (including FF&E and Technology) and all fees and other costs necessary to design, develop and construct the Project and is **$36,125,400.00**.

ARTICLE 2
COMPENSATION

2.1 Lump Sum Architect/Engineering Fee

2.1.1 The Owner agrees to pay the A/E as compensation for its services as described in Article 3 the amount of **$2,059,250.00** (the "**A/E Fee**") to be paid per Article 8, which is comprised of the following:

Basic Services (includes Structural and MEP services)		**$ 2,014,800.00**
Civil Engineering		
Civil	$ 34,450.00	
Landscaping	$ 12,000.00	
Permitting	$ Included above	
Surveys	$ By Owner	
Total Civil Engineering Services		**$ 44,450.00**
Authorized Additional Services		
CRM/SPECS	$ N/A	
FLEET/LCCA	$ N/A	
Acoustical	$ N/A	
Food Service	$ N/A	
Total Authorized Additional Services		**$ N/A**
Total A/E Fee		**$ 2,059,250.00**

2.2 Other Additional Services

2.2.1 Any additional services beyond the Scope of Work as described in Article 4 and authorized by the Owner in accordance with the Agreement ("**Other Additional Services**") are to be paid as mutually agreed between the A/E and the Owner by lump sum or a multiple of payroll costs.

2.2.2 Other Additional Services defined in Article 4 that are to be paid as a multiple of actual payroll costs shall be based upon the actual cost of salary or wages paid directly to personnel engaged on the projects as set forth in **Exhibit C**. The multiple applied to actual cost covers overhead, profit and all fringe benefits, including all applicable taxes. The multiples shall be mutually agreed between the Owner and the A/E as follows:

2.2.2.1 Architect: ____

2.2.2.2 Civil Engineer: ____

2.2.2.3 Structural Engineer: ____

2.2.2.4 Mechanical, Electrical & Plumbing Engineer: ____

2.2.2.5 Landscape Architect: ____

2.2.2.6 Other: ____

2.3 Reimbursable expenses as defined in Article 7.

ARTICLE 3
A/E SERVICES

3.1 Time

3.1.1 Services to be rendered by A/E shall be commenced subsequent to the execution of this Agreement and upon written "Notice to Proceed" from Owner for all or any designated portion of the Project and shall be performed and completed in accordance with the terms of this Agreement. Upon Owner's acceptance of the Schematic Design Documents, the Owner and A/E shall mutually agree upon a Design Schedule for the performance of A/E's services and timing of A/E's deliverables as required pursuant to the terms of this Agreement. The Design Schedule shall include allowances for periods of time required for Owner's review, for review by the CM if required, and for approval of submissions by the authorities having jurisdiction over the Project. With Owner's written approval, A/E shall adjust the Design Schedule, if necessary, as the Project proceeds until the commencement of construction. Time is of the essence with respect to the performance of this Agreement.

3.1.2 Should A/E be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of A/E, not due to its own fault or neglect, and which could not be avoided by the exercise of reasonable diligence, including: (1) acts of God or of the public enemy, (2) acts of government, (3) fires, (4) floods, (5) epidemics, (6) quarantine regulation, (7) strikes, and/or (8) lockouts, then A/E shall notify Owner in writing within seven (7) business days (unless Owner expressly agrees in writing to a longer period of time) after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which A/E may have had to request a time extension.

3.1.3 Except as provided within Article 4 or elsewhere in the Agreement, no interruption, interference, inefficiency, suspension or delay in the commencement or progress of A/E's services from any cause whatsoever, including those for which Owner may be responsible in whole or in part, shall relieve A/E of its duty to perform or give rise to any right to damages or additional compensation from Owner. Except as provided within Article 4 or elsewhere in the Agreement, A/E expressly acknowledges and agrees that it shall receive no damages for delay. A/E's sole remedy, if any, against Owner will be the right to seek an extension of time to perform its services; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision.

3.1.4 A/E acknowledges that timely delivery of A/E's deliverables required under this Agreement and timely responses to questions, required revisions to Contract Documents, submittals, and requests for information ("RFIs") or clarification, is critical to the Project. A/E's actions in reviewing and responding to the items described within this Section shall be taken in accordance with the timeframes specified in this Agreement, or in the deliverable or submittal schedule approved by Owner or, in the absence of a timeframe specified in this Agreement or an approved schedule, with reasonable promptness, but in no event more than five (5) business days after A/E's receipt of the question, submittal, RFI, or request for clarification or revisions to Contract Documents.

3.2 CM at Risk Delivery Process

3.2.1 The A/E agrees to provide professional design and construction administration services while operating within a modified Construction Management at Risk delivery process for the Project as set forth within this Agreement.

3.2.2 Stage I – District Project Planning

3.2.2.1 By entering into this Agreement, the A/E agrees to the Project description, the Total Project Budget, the Substantial Completion date and the Project Schedule as set forth herein.

3.2.2.2 A/E shall review Owner's program documents, including the School District of Manatee County Planning Manual for Schools & Ancillary Spaces (the "**Planning Manual**"), Owner's design objectives and constraints including evaluation of energy efficient design alternatives, space requirements, capacity and performance requirements, any budgetary limitations not addressed with the Scope of Work, and other requirements set forth in the Contract Documents, to ascertain the requirements of the Project and shall agree that it will meet the design requirements set forth therein. The A/E agrees to assist the Owner in developing revisions to the Planning Manual, as necessary, that incorporate standard construction concepts, techniques and building materials. The A/E shall develop Educational Specifications in conjunction with the Owner.

3.2.2.3 The A/E agrees that the Project is necessary, the site is appropriate and that the Project can be designed and successfully constructed within the limits of Owner's Construction Services Budget and Owner's program constraints.

3.2.3 Stage II – Project Budget Endorsement

3.2.3.1 The first ranked A/E and CM shall:

(a) Review the Owner's Project Scope, Total Project Budget, Project Schedule and level of quality required; and,

(b) Provide a Letter of Commitment and School Board presentation publicly, if requested, endorsing the Project Scope, Total Project Budget, Project Schedule and level of quality required as adequate and appropriate.

3.2.3.2 Monthly Reports

(a) During Stage II and until the Notice to Proceed to the CM is issued, and not later than the first of each month therein, the A/E shall submit to the Owner a complete and descriptive status report and a forecasted design and development completion schedule.

(b) The A/E shall take minutes of all meetings held with the Owner and CM during Stage II and through issuance of a Notice to Proceed to the CM and shall provide copies of the minutes to the Owner and CM within ten (10) calendar days following such meetings or prior to the next scheduled meeting.

3.2.3.3 Project Schedule

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

(b) The Project Schedule will serve as the framework for the development of all future detailed schedules and the CM shall produce and update the Project Schedule monthly throughout the Project.

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

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

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

3.2.3.4 Construction Cost Estimate

(a) The CM shall prepare, for Owner and A/E review and approval, a detailed estimate of Construction costs ("**Construction Cost Estimate**"), which shows the various elements of the Project and costs for construction of same. A/E shall work closely with CM in the CM's preparation of the Construction Cost Estimate.

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

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

(2) Phase II Design Development – with systems selected

(3) Phase III Construction Documents:

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

ii. 100% Drawings – issuance of final GMP Proposal

(c) The Construction Cost Estimate shall be reviewed with the Owner's Project Director and the A/E. If Construction Costs and/or any estimate exceed previously approved estimates or the Owner's Construction Services Budget, the CM shall make appropriate recommendations to the Owner and A/E for corrective action and propose value engineering and/or alternates for Owner and A/E consideration.

(d) Any recommendations and advice by the CM concerning design alternatives or value engineering, include the preparation of cost estimates and comments concerning the constructability of the design, shall be subject to approval by the Owner's Project Director and the A/E. A/E agrees to incorporate all suggestions or recommendations made by CM with respect to the Project design and approved in writing by Owner whenever practicable and consistent with good design.

3.2.4 Stage III – Project Design and Development

3.2.4.1 The Project Design and Development Phase consists of three (3) primary phases each progressively developing the Project design and Contract Documents with Owner approval.

3.2.4.2 Monthly Reports

(a) During Stage III and until the Notice to Proceed is issued to the CM, and not later than the first of each month therein, the A/E shall submit to the Owner a complete and descriptive status report and a forecasted design and development completion schedule.

(b) The A/E shall take minutes of all meetings held with the Owner and CM during Stage III and through issuance of a Notice to Proceed to the CM and shall provide copies of the minutes to the Owner and CM within ten (10) calendar days following such meetings or prior to the next scheduled meeting.

3.2.4.3 Phase I – Schematic Design

(a) Based upon the mutually agreed-upon Project program, Project Schedule and Total Project Budget by Owner and A/E, and after taking into consideration the comments and recommendations from the CM, A/E shall prepare Schematic Design Documents from the programming phase documents, which further define Owner's program and which shall consist of plans, sections, elevations, outline specifications and any other details necessary to define the program.

(b) The A/E shall coordinate the development with the CM and Owner to meet design requirements and identify the areas within the design that offer the greatest potential for elimination of unnecessary costs.

(c) A/E shall consult with CM with respect to (i) CM's development of the Construction Cost Estimate, (ii) CM's development of an overall Project Schedule, and (iii) CM's comments and recommendations concerning the Project design. A/E shall approve or provide written comments to CM and to the Project Director within ten (10) business days of receipt of CM's comments and recommendations.

(d) The A/E shall provide and distribute copies of the Schematic Design Documents, as required by the Project Director, for review and comment.

(e) The Schematic Design Documents are subject to Owner's review and approval. A/E shall respond in writing to Owner's review comments within fourteen (14) calendar days of receipt and responses shall be forwarded directly to Owner's Project Director. A/E shall revise the Schematic Design Documents as required by Owner in order to obtain Owner's written approval and authorization to proceed to the Phase II – Design Development Phase.

(f) Owner's acceptance of the Schematic Design Documents in no way relieves A/E of its obligation to deliver complete and accurate documents necessary for successful construction of this Project.

(g) At the completion of Stage III: Phase I – Schematic Design, the A/E and CM shall:

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

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, have its services terminated in accordance with Article 10. If the Agreement is terminated, Phase I documents become the property of the Owner, which may be used or changed by the Owner, solely for the purpose of completing the Project. The A/E shall retain the right to use the Phase I documents in any manner that does not hamper completion of the Project.

3.2.4.4 Phase II – Design and Development

(a) From the approved Schematic Design Documents, the A/E shall prepare the Design Development Documents including plans, elevations, other drawings, sketches, materials research, and specifications specific to Project requirements in order to set and indicate the size and character of the total Project including materials, type of structure, and mechanical and electrical systems. The data from the Design Development Documents shall be sufficient to fix the Scope of the Project to allow the CM to provide the Project Director with a preliminary GMP for construction.

(b) The A/E shall coordinate the development with the CM and shall consult with CM regarding (i) CM's development of the Construction Cost Estimate, (ii) CM's development of an overall Project Schedule and (iii) CM's comments and recommendations concerning the Project design. A/E shall approve or provide written comments to CM and to the Project Director within ten (10) business days of receipt of CM's comments and recommendations.

(c) The A/E shall also work with Owner's Project Director and CM to meet design requirements and identify the areas within the design that offer the greatest potential for the elimination of unnecessary costs including working with CM to generate and evaluate alternative ideas in terms of feasibility to construct, time and cost.

(d) The A/E shall provide and distribute copies of Design Development Documents for review and comments as required by the Project Director including A/E's confirmation that the Project design disciplines have been coordinated within the Design Development Documents.

(e) The Design Development Documents are subject to Owner's review and approval. A/E shall respond in writing to any review comments within fourteen (14) calendar days of receipt and responses shall be forwarded directly to Owner's Project Director. A/E shall revise the Design Development Documents as required by Owner in order to obtain Owner's written approval and authorization to proceed to the Phase III – Construction Documents Phase.

(f) The CM shall provide the A/E and Owner with a preliminary GMP. The A/E shall, within seven (7) days of receipt, provide the Project Director with review and comments on the CM's preliminary GMP.

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

(1) Provide a third Letter of Commitment and School Board presentation publicly stating that the Design Development Documents are in conformance with the Project Scope and that the:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, provide evidence prohibiting the commitment.

(h) The A/E shall not, unreasonably or without cause, impede the CM's ability to provide the requirements set forth herein.

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

(j) With the assistance of the A/E, the CM shall perform Advertising, Bidding and Awarding of Contracts per State Requirements for Educational Facilities (SREF), Section 4.2(2).

3.2.4.5 Phase III – Construction Documents

(a) After Owner's review and approval of the Phase II – Design Development Documents, the A/E shall prepare the Construction Documents including working drawings and specifications setting forth in detail each discipline's requirements into a cohesive whole based upon the Design Development Documents and consultations with the CM and the Owner's Project Director. The A/E shall confirm that all Project design disciplines have been properly coordinated.

(b) The Construction Documents shall conform to applicable building codes and zoning codes and accepted construction industry standards. A/E shall signify its responsibility for the Construction Documents by affixing its signature, date and seal as required by Florida Statutes. Where the Agreement provides for Owner's approval of the A/E's design recommendations and decisions, this approval does not relieve the A/E of any responsibilities.

(c) If the Project meets the definition of a threshold building, the A/E shall prepare and submit to the Owner a copy of the threshold building inspection plan, which shall provide specific inspection procedures and schedules such that the portions of the Project specified within the threshold inspection plan can be adequately inspected for compliance. The inspection plan must be submitted to the Owner with the 100% completed Construction Documents and prior to Owner's issuance of written authorization for construction to start.

(d) A/E shall prepare and provide to Owner all applications, data and documents required to obtain the approval of all authorities having jurisdiction over the Project, including any applicable storm water management districts and State and local fire marshals. This shall be accomplished at the appropriate time, but not later than the ninety percent (90%) completion point of this phase. To ensure the timely approval of all permits necessary for the construction of the Project,

including all environmental permits, A/E shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits. A/E shall, at no additional cost to Owner, make all reasonable and necessary revisions to the Construction Documents required to obtain the necessary permit approvals for construction of the Project.

(e) The A/E shall consult with CM with respect to (i) CM's development of the Construction Cost Estimate, (ii) CM's development of an overall Project Schedule and (iii) CM's comments and recommendations concerning the Project design. A/E shall approve or provide written comments to CM and to the Project Director within ten (10) business days of receipt of CM's comments and recommendations.

(f) The A/E shall evaluate all product substitution requests by the CM and render decisions in a reasonable time period.

(g) A/E shall provide the Project Director with three (3) copies of the Construction Documents, which shall be properly signed and sealed by the A/E. Copies of documents for A/E use are the responsibility of the A/E.

(h) Construction Documents prepared by the A/E are subject to Owner's review and approval. A/E shall respond in writing to Owner's review comments within fourteen (14) calendar days of receipt and responses shall be forwarded directly to Owner's Project Director. A/E shall revise the Construction Documents as required by Owner to obtain Owner's written approval of such documents.

(i) Upon approval of the Construction Documents, the A/E shall provide the Project Director with required copies of completed and approved Construction Documents and shall furnish digital copies of all drawings and Specifications to the CM.

(j) GMP Proposal

(1) When the Owner determines that the Construction Documents are 100% complete, the CM shall provide a GMP Proposal.

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

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

(4) A/E shall assist the Owner in reviewing, evaluating and advising Owner regarding CM's final Project Schedule and GMP Proposal. A/E shall make a written recommendation to Owner with respect to Owner entering into an agreement with CM for the amount of the GMP Proposal.

(k) Bid Documents and Bidding

(1) The necessary bidding documents, general conditions and supplementary general conditions of the contract, Division 1 of the Specifications, proposal and contract forms are to be prepared by the CM.

(2) The CM shall provide and distribute copies of bid documents for each bid group for review and comment including non-technical documents as directed by the Project Director.

(3) A/E shall assist the Project Director in coordinating the development of each bid group with the CM and provide the Project Director with review and comments on the CM's estimate for each bid group package.

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

(5) A/E shall attend the pre-bid conferences and bid openings for each bid group. A/E shall also be responsible for developing, in consultation with the Construction Team, and providing to the Project Director, any addenda to the Contract Documents that result from those conferences. The Project Director shall approve all addenda prior to distribution and copies, properly sealed, shall be submitted to the Project Director.

(6) The A/E shall assist the CM in evaluating all bids received and provide comments and recommendations to the Project Director on each proposed authorization for work. The Project Director will determine which bids will be accepted and indicate the Project Director's acceptance by signing the bid tabulation form for each work scope.

(l) The A/E shall not impede the CM's ability to provide the requirements set forth herein.

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

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

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

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

i. Modify the Construction Services Budget thereby increasing the Total Project Budget without additional cost to the Owner including for A/E Fees; or

ii. Terminate the CM Agreement allowing the next ranked construction management firm to provide a GMP within the Construction Services Budget and begin construction.

3.2.5 Stage IV – Project Construction and Warranty

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

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

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

(1) Award a subcontract;

(2) Undertake the work with CM forces; or

(3) Issue a purchase order for materials or equipment required for the work.

3.2.5.2 Construction Schedule

(a) Within thirty calendar (30) days after the receipt of the Notice to Proceed to the CM, the CM shall prepare a Construction Schedule and submit the schedule to the A/E and Project Director for approval. The Construction Schedule shall graphically depict the sequence and duration of all activities required to satisfactorily finish the Project. The Construction Schedule shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions.

(b) The CM shall submit all updated and/or revised Construction Schedules to the Owner and A/E for review. If requested by Owner or A/E, CM shall furnish any information needed to justify the reasonableness of any

activity duration set forth in the Construction Schedule including estimated activity manpower, anticipated quantities, and production rates.

3.2.5.3 The A/E shall provide administration for the CM Agreement as set forth below:

(a) The A/E shall be a representative of the Owner during construction and shall advise and consult with the Owner's Project Director. A/E shall keep Owner apprised of all contacts and/or communications between A/E and CM and Owner shall be copied on all correspondence between A/E and CM. All contacts and/or communications between A/E and the various trade subcontractors shall be routed through CM.

(b) The A/E shall act on behalf of the Owner only to the extent in the Contract Documents unless modified by written consent of Owner.

(c) Prior to the commencement of work, the Owner and A/E may conduct a preconstruction conference that will be attended by the CM and others, as appropriate for the particular needs of the Project. At the preconstruction conference, the attendees will discuss the Construction Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

(d) During the Project, if required by Owner and depending on the particular needs of the Project. the A/E may conduct Owner / A/E meetings.

(e) CM shall conduct regular Project status meetings with the Construction Team and shall deliver copies of written meeting minutes to Owner and A/E within five (5) days of each meeting. The CM shall maintain a log of RFIs, submittals and shop drawings, potential cost items and ASIs to be reviewed by the Construction Team at each meeting and be acted upon thereafter.

(f) A/E may attend meetings between CM and its subcontractors.

(g) If requested and/or required by the needs of the Project, CM shall prepare and submit a submittal schedule to Owner and A/E for approval. The submittal schedule will be coordinated with CM's Construction Schedule. CM shall review and approve shop drawings and other submittals and implement procedures for transmittal to the A/E of such submittals for action, and closely monitor their review process.

(h) A/E shall prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by CM or Owner as necessary. A/E shall provide its response to any such request to Owner and CM within ten (10) days unless otherwise agreed to between Owner and A/E.

(i) A/E will review and respond to all submittals from CM, including shop drawings, samples and product data, within a reasonable period of time so as not to delay the progress of the work, but in no event, more than ten (10) days unless otherwise agreed to between Owner and A/E.

Review of CM's submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of CM as required by the Contract Documents. A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by A/E, of any construction means, methods, techniques, sequences or procedures. A/E's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(j) A/E shall conduct construction field observation services consisting of periodic visits to the Project site as detailed within **Exhibit B** (or as frequently as necessary), to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the Construction Documents. When A/E discovers portions of the work that do not conform to the Construction Documents, A/E shall have the authority and duty to reject such work. A/E shall provide a written report of each visit, within ten (10) days from A/E's site visit, to Owner's Project Director. This field observation requirement shall also apply to Consultants of A/E at appropriate construction points.

(k) Through its on-site observations of the work in progress and field checks of materials and equipment, A/E shall endeavor to protect Owner against defects and deficiencies in the work of CM and the various trade subcontractors of CM.

(l) The A/E shall not have charge or control, nor be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs, or for acts or omissions of the CM or subcontractors.

(m) The A/E shall have access to the work whenever it is in preparation or progress.

(n) Based on such observations at the site and on the Applications for Payment submitted by CM, A/E shall recommend the amount owing to CM and shall execute and issue the Certificates of Payment initially completed by CM for such amounts. The issuance of Certificate of Payment shall constitute a representation by A/E to Owner that: (i) the work has progressed to the point indicated; (ii) that to the best of A/E's knowledge, information and belief, the quality of the work is in accordance with the Construction Documents subject to minor deviations from the Construction Documents correctable prior to completion, and to any specific qualifications stated in the Certificate of Payment; and (iii) CM is entitled to payment in the amount certified.

(o) A/E shall review claims by CM for extra compensation and/or extensions of time, and make written recommendations to Owner within five (5) business days of receipt of such claims concerning validity, and prepare responses for Owner.

(p) A/E shall review and provide written comment upon all Change Orders requests by CM, as well as any cost estimate associated with a Change Order request, prepared by CM. Owner shall prepare all Change Orders and/or other amendments to this Agreement. Upon agreement by Owner, A/E shall prepare and provide Construction Change Directives to Owner for approval and issuance to CM and revise the Construction Documents accordingly. The A/E shall also review and approve or take other action on Changes in Condition ("CIC") prepared by the CM for the Owner's authorization.

(q) A/E shall be, in the first instance, the interpreter of the requirements of the Contract Documents. A/E shall render opinions on all claims of CM relating to the execution and progress of the work and on all other matters or questions related thereto. A/E's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents, subject to Owner's written approval. A/E shall review for comment or approval any and all proposal requests, supplemental drawings and information, proposed substitutions, value engineering suggestions and proposed Change Orders to Owner's contract with CM. The A/E's decisions on other claims, including those in question between Owner and CM, shall be subject to claims provisions in this Agreement.

(r) The A/E shall have authority to reject work in nonconformance with the Contract Documents. Whenever, in the A/E's reasonable opinion, it becomes necessary or advisable to ensure the proper implementation or the intent of the Contract Documents, subject to Owner' prior written approval, the A/E shall have the authority to require special inspection or testing of any work whether or not such work be fabricated, installed, or completed. The A/E shall take such action only after consultation with the CM and Project Director.

(s) In the event of a disagreement between the CM and the A/E regarding acceptability of work and conformance with the plans and specifications, the Owner, in its sole discretion shall have the right to determine such acceptability and/or conformance.

(t) The A/E may order minor changes in work, which do not involve a change in the Total Project Cost or an extension of Contract Time. Such changes shall be by written order issued to the CM and endorsed by the Project Director.

(u) A/E shall advise Owner of facts known to A/E which may constitute an event of default on the part of CM under the Contract Documents, and advise and make recommendations to Owner with respect to the remedies available to Owner under the Contract Documents.

(v) A/E shall review and comment upon, without assuming any liability for, CM's quality control program.

(w) Upon notice from CM, and with the assistance of Owner, A/E shall conduct the Substantial Completion inspection, determine the date of Substantial Completion and, as required by Owner, A/E and CM shall

issue a Certificate of Substantial Completion on the form required by the Owner including a list of punch list items to be completed or corrected. A/E shall review and comment upon, and supplement as appropriate, the punch lists prepared by CM. The A/E shall notify CM in writing of work not complete by providing the final punch list to CM within seven (7) business days after CM has achieved Substantial Completion. CM shall then prepare a schedule for completion of the items indicating completion dates for Owner's and A/E review.

(x) Upon notice from CM, A/E shall conduct a final inspection to determine the date of Final Completion and assist Owner in final acceptance of Project. If requested by Owner, A/E shall issue the Certificate of Final Inspection on the form required by the Florida Department of Education, Office of Educational Facilities, which shall indicate A/E's final acceptance of the Project.

(y) The A/E shall assist the CM in receiving and forwarding to the Owner all closeout documents including required guarantees, warranties, affidavits, releases, consent of surety to final payment, bonds, waivers, manuals, as-built drawings, and maintenance books. The A/E shall review for compliance with CM's obligation under the Contract Documents, all operation and maintenance manual submittals, prior to submittal to Owner.

(z) After CM provides A/E with its marked-up "as-built" drawings and specifications, A/E will revise the final approved Construction Documents to incorporate all as-built information contained in CM's marked-up as-built drawings and specifications, as well as to reflect all addenda to the Construction Documents, contract changes and field changes (sometimes referred to herein as the "**Record Documents**") in a form as required by the Owner. A/E shall provide Owner with: one (1) hard copy, one (1) electronic copy in AutoCAD, and one (1) electronic copy in PDF.

ARTICLE 4
OTHER ADDITIONAL SERVICES

4.1 The following Other Additional Services shall cause the A/E to incur extra expense. If the Owner authorizes any of the services as set forth within Article 4, in writing, Owner shall pay A/E for the authorized services as a lump sum or as a multiple of actual payroll costs as determined by the Owner:

4.1.1 Services due to Owner-approved changes in general Project Scope or requirements after approval of Stage III – Project Design and Development: Phase I – Schematic Drawings;

4.1.2 Revising previously approved drawings or specifications to accomplish Owner-approved changes;

4.1.3 Providing detailed cost estimates;

4.1.4 Preparing documents for Change Orders when required by the Owner;

4.1.5 Consultation and/or professional services and reimbursable costs of types set forth herein concerning replacement of work damaged by fire or other casualty during construction;

4.1.6 Arranging for work to proceed should the CM default due to delinquency or insolvency; and

4.1.7 Providing prolonged contract administration and observation should the Contract Time be exceeded by 25% due to no fault of the A/E. The A/E's services performed in connection with Project closeout, including but not limited to, Substantial Completion and Final Completion, shall not be considered prolonged contract administration.

4.1.8 Project representation beyond basic services as follows:

4.1.8.1 If the Owner and the A/E agree that more extensive representation at the site than described in Article 3 shall be provided, the A/E shall provide additional representation to assist with site responsibilities ("**Additional Representation**").

4.1.8.2 Project representatives for such Additional Representation will be selected, employed and directed by the A/E and compensated as determined by the Owner.

4.1.8.3 Other than expressly stated in this Section, Additional Representation shall not modify the obligations of the A/E.

4.1.9 Services of special consultants, other than typical structural, mechanical, civil, plumbing, landscape and electrical engineering and services of estimators making detailed cost estimates;

4.1.10 Service of consultants providing surveys, testing and subsurface investigations authorized by the Owner other than those services included within the A/E Fee; and

4.1.11 Other Additional Services for the Project not identified within this Agreement.

4.2 Other Additional Services must be approved in writing in the form of a written and executed amendment to this Agreement prior to starting such services. Owner shall not be responsible for the costs of Other Additional Services commenced without Owner's express prior written approval. Failure to obtain prior written approval for Other Additional Services waives A/E's claim that it performed Other Additional Services and, instead, such services will be deemed to be part of the Basic Services required of A/E hereunder.

4.3 Fees for additional services required to correct, modify, alter or change any work as a result of the A/E's failure to properly provide Contract Documents that reflect Owner's Project scope, time, quality and budget are not considered valid extra expenses under the terms of this Agreement.

ARTICLE 5
OWNER RESPONSIBILITIES

5.1 Owner, as represented by the Department of Construction Services and the Project Director, will provide information to A/E regarding the requirements of the Project including design objectives and constraints, space requirements, capacity and performance requirements and any budgetary limitations that are not addressed within the Scope of Work.

5.2 Owner shall assign and authorize its Project Director, as set forth in **Exhibit A**, to act on the Owner's behalf in transmitting instructions, receiving information and interpreting and defining Owner's policies and decisions with respect to the Project.

5.3 Wherever the terms of this Agreement refer to some action, consent, or approval (excluding approvals of Other Additional Services or changes to this Agreement) to be provided by Owner or some notice, report or document is to be provided to Owner, such reference to "Owner" shall mean Owner's Project Director, unless otherwise stated by Owner in writing.

5.4 The Project Director will examine documents submitted by the A/E and render decisions in a reasonably timely manner to avoid unreasonable delay. The Project Director will observe the procedure of issuing orders to the CM through the A/E.

5.5 Except as may be otherwise expressly authorized by the School District of Manatee County, neither the Project Director nor any other party is authorized to issue any verbal or written orders or instructions to the A/E that would have the effect, or be interpreted to have the effect, of modifying or changing in any way the: (a) Scope of Work to be provided and performed by the A/E pursuant to the Agreement; or (b) the amount of compensation Owner is obligated or committed to pay A/E.

5.6 The Owner will retain a CM to manage the Project. The CM's duties are defined in the CM Agreement between the Owner and CM and a copy of the CM Agreement will be furnished to the A/E and will not be modified without written notice to the A/E.

5.7 The Owner will furnish, or direct the A/E to obtain, at the Owner's expense, a certified survey of the site including gradesand lines of streets, alleys, pavements, and adjoining property, rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours, locations and dimensions of existing buildings, improvements and trees, available service and utility lines and provide test borings and pits necessary for subsoil conditions. The A/E services in obtaining this data by others is included within the A/E Fee.

5.8 Owner shall pay for structural, chemical, mechanical, soil mechanics or other tests and reports, if required.

5.9 Owner shall arrange and pay for legal, auditing and insurance counseling as Owner may require.

5.10 Project Director shall provide written notice to A/E of any deficiencies or defects discovered by Owner with respect to the services to be rendered by the A/E; however, no action or failure to act by the Project Director or the Owner shall relieve A/E from any of its duties or obligations set forth in the Agreement.

5.11 If the Construction Cost Estimate or detailed cost estimates are in excess of stated limits, the Owner may give written approval of an increase in the limit or cooperate in revising the Project to reduce the Project Total Cost. These approvals are available only through the completion of Stage III – Project Design and Development: Phase I – Schematic Design.

ARTICLE 6
CONSTRUCTION COST

6.1 Definitions

6.1.1 The construction cost shall be the total estimated cost to the Owner for construction of all elements of the Project designed and specified by the A/E including labor and materials

furnished by Owner and any equipment designed, specified, selected or specially provided by the A/E (the "**Construction Cost**").

6.1.2 The Cost of Work shall include the Construction Costs, pre-construction services by CM, general conditions, the CM's reimbursable costs and bond costs. The Cost of Work shall not exceed the Owner's Construction Services Budget as set forth in Article 1.

6.1.3 Construction Cost and the Cost of Work do not include A/E compensation, amounts paid to the A/E's Consultants, land cost, right of way or any other Owner service costs.

6.2 Responsibility

6.2.1 The A/E shall assist the CM in evaluating the Owner's Total Project Budget and review the Construction Cost Estimates prepared by the CM. Neither the Owner nor the A/E has control over the cost of labor, materials, equipment, CM's method of determining bid prices, competitive bidding process, or market or negotiation conditions. The A/E does not warrant that bids or negotiated prices will not vary from the proposed Total Project Budget established or approved by the Owner, or estimates or cost evaluations provided by the CM.

6.2.2 No fixed limit of Construction Costs shall be established as a condition of this Agreement unless such fixed limit has been agreed upon by the Construction Team.

6.2.3 In the case of a fixed limit of Construction Costs being exceeded by the total of the figures from bona fide bids or negotiated proposals plus the CM's estimate of the other element costs, the Owner shall follow the requirements of Article 3.

ARTICLE 7
REIMBURSABLE EXPENSES

7.1 Reimbursable expenses are actual expenditures not incidental to the services described in Article 3 and not exceeding the limits of Section 112.061, *Florida Statutes*, made by the A/E in the interest of the Project. All reimbursable expenses require prior written authorization from the Owner. Owner shall not be responsible for the costs of reimbursable expenses incurred by A/E without Owner's express prior written approval. The following are considered legitimate reimbursable expenses and will be reimbursed by the Owner:

7.1.1 Transportation and living expenses of A/E employees when traveling in connection with services other than those defined in Article 3;

7.1.2 Reproduction of drawings and specifications excluding (1) copies for A/E use and sets required at each phase of the delivery process and (2) at termination of A/E or completion of the Project;

7.1.3 Premium portions of overtime, which are deemed reasonable by Owner, unless required by the A/E to maintain its own schedule;

7.1.4 Renderings or models for the Owner's sole use; and

ARTICLE 8
PAYMENTS TO THE A/E

8.1 The lump sum for the A/E Fee set forth in Article 2 of this Agreement shall be broken down into the stages and activities listed below and allocated per the percentages indicated below. The Owner

shall make monthly payments for each stage or activity in proportion to the percentage of each stage or activity that is completed during the previous month:

Schematic Design	15%
Design and Development Phase	15%
Construction Documents Phase	35%
Issuance of Construction Authorization	5%
Construction Phase	30%
TOTAL	**100%**

8.2 Payments for Other Additional Services to the A/E as defined in Article 4 as a lump sum shall be paid in accordance with the written authorization.

8.3 Payments for Other Additional Services of the A/E as defined in Article 4 as a multiple of actual payroll costs and for reimbursable expenses as defined in Article 7, shall be made monthly upon presentation of a detailed invoice satisfactory to the Owner.

8.4 Payments Withheld

8.4.1 No deductions shall be made from the A/E's compensation on account of penalty, liquidated damages or other sums merely because payment is withheld from the CM, or because of changes in the construction cost other than those for which the A/E is held legally liable.

8.5 Request for Payment

8.5.1 A/E's request for payment must be presented on the Construction Services Form required by the Owner in the office of the Project Director no later than the 25th of each month. The A/E and the Project Director shall review the payment request, approve, as appropriate, and forward to the Owner by the first of the month following the month in which the A/E's request for payment was presented. Payment shall occur on the 10th of the month following the A/E's issuance of request for payment or the following business day should the 10th fall on a weekend or national holiday.

8.5.2 A/E's acceptance of final payment shall constitute a full waiver of any and all claims by it against Owner arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by A/E as unsettled at the time of the final payment. Neither the acceptance of A/E's services nor payment by Owner shall be deemed to be a waiver of any of Owner's rights against A/E.

8.5.3 The Owner and A/E waive Claims against each other for consequential, special and punitive damages arising out of or relating to this Agreement or the services provided by the A/E on the Project. The mutual waiver includes, but is not limited to: (1) damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the A/E for loss of business and reputation, and for loss of profit, except anticipated profit arising directly from the work.

8.5.4 Nothing in this Agreement is intended or shall be construed to require Owner to determine the adequacy, accuracy or sufficiency of the design, the Contract Documents or A/E's services, which are each A/E's responsibility. Owner's review, inspection, acceptance, or payment for any of A/E's services shall not constitute acceptance of services that fail to

conform to the requirements of this Agreement, unless Owner expressly accepts such non-conforming services in writing.

8.6 Project Suspension or Abandonment

8.6.1 If the Project is suspended or abandoned in whole or part for more than three (3) months due to no fault of the A/E, the A/E shall be paid for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, including reimbursable expenses due. When the Project is resumed, the Architect shall be compensated for any actual expenses incurred in the interruption and resumption of the A/E's services and the time schedules shall be equitably adjusted. The A/E's fees for the remaining services shall not be adjusted unless the Owner, in its sole discretion, makes such an adjustment.

ARTICLE 9
A/E RECORDS

9.1 A/E shall keep accurate and adequate records and supporting documentation which concern or reflect its services hereunder, including but not limited to all Contract Documents, the accounting records of the A/E, the A/E's direct personnel, Consultants, and reimbursable expenses. The records and documentation shall be retained by A/E in editable electronic format for a minimum of ten (10) years from the date of termination of this Agreement or the date the Project is completed, or such longer period of time as may be required by law or this Agreement, whichever is later. Owner, or any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all such records and documentation upon reasonable request and as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE 10
TERMINATION OF AGREEMENT

10.1 Termination for Cause

10.1.1 A/E 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 work under the Agreement within the time specified; or (2) failure to properly and timely perform the services to be provided hereunder or as directed by Owner; or (3) the bankruptcy or insolvency or a general assignment for the benefit of creditors by A/E or by any of A/E's principals, partners, officers or directors; or (4) failure to obey laws, ordinances, regulations or other codes of conduct, or (5) otherwise materially breaches this Agreement. Owner may terminate this Agreement in whole or in part by giving seven (7) days' written notice to A/E.

10.1.2 Notwithstanding anything herein to the contrary, the Owner may unilaterally terminate this Agreement for refusal by the A/E 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 the A/E, or its Consultants in conjunction with this Agreement.

10.2 Termination for Convenience

10.2.1 Upon not less than seven (7) days' written notice, the Owner may terminate A/E's services under this Agreement, in whole or in part, for Owner's convenience and without cause in accordance with this clause. Upon termination, the A/E shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by A/E that are directly attributable to the termination, but A/E shall not be entitled to any other or further recovery against Owner, including anticipated fees, profit on work not required to be performed, or attorneys' fees and costs. The Owner, in its sole and reasonable discretion and based upon the approved Project Schedule, shall determine the percentage of work completed.

10.2.2 Upon termination as set forth herein, A/E shall deliver to Owner all Project documents including all papers, plans, records, documents, auto CAD Files, drawings, calculations, models and other materials in A/E's possession or control arising out of or relating to this Agreement. All such documents submitted to the Owner at the time of termination may be used by the Owner for the purpose of completing the Project and other purposes set forth in this Agreement. The A/E shall retain the right to use the design documents created by A/E in any manner consistent with this Agreement, which does not hamper completion of the Project, if such use does not violate any law protecting confidential information.

10.3 A/E may terminate this Agreement upon not less than seven (7) days' written notice to Owner, which identifies the specific reason for termination, should the Owner fail to substantially perform in accordance with the terms of this Agreement through no fault of the A/E.

10.4 Owner and A/E may terminate this Agreement by mutual written agreement.

ARTICLE 11
OWNERSHIP AND USE OF DOCUMENTS
AND INTELLECTUAL PROPERTY

11.1 All records, documents, drawings, notes, tracings, plans, computer aided design (CAD) files, specifications, maps, models, presentations, evaluations, reports and other technical data, and schematics prepared or developed by or for A/E, or otherwise provided to Owner, pursuant to this Agreement shall be considered to be Contract Documents. To the extent they have any such rights, unless relinquished under this Article 11, A/E and its Consultants shall retain all common law, statutory and other reserved rights, including copyrights, in the Contract Documents.

11.2 A/E shall grant, and hereby does grant, Owner an unlimited, non-exclusive, worldwide, irrevocable, perpetual, fully-paid-up, license to reproduce, create derivatives of, distribute, perform, publish and otherwise use all Contract Documents in which A/E has or may have any rights: (1) as reasonably necessary for archival, safety, and disaster recovery purposes; (2) for submission or distribution, as Owner reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project: (3) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying, and otherwise using the Project; and (4) for the planning, design, construction, completion, reconstruction, repair, renovation, alteration, use, occupancy, and maintenance of other structures and projects.

11.3 A/E shall obtain from each of A/E's Consultants (which includes subconsultants, contractors, subcontractors, agents and representatives) either an assignment from the Consultant to Owner of all common law, statutory and other reserved rights, including copyrights and performance rights, in and to all Contract Documents in which the Consultant has or may have such rights, or an unlimited, worldwide, perpetual, irrevocable, fully-paid-up license running from A/E's Consultant to Owner, granting Owner the right to reproduce, create derivatives of, distribute, and use all Contract Documents in which A/E's Consultant has or may have any rights: (1) as reasonably

necessary for archival, safety, and disaster recovery purposes; (2) for submission or distribution, as Owner reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Agreement; (3) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying and otherwise using the Project; and (4) for the planning, design, construction, completion, reconstruction, repair, renovation, alteration, use, occupancy, and maintenance of other structures and projects.

11.4 A/E shall grant, and hereby does grant, Owner, an unlimited, worldwide, non-exclusive, irrevocable, perpetual, fully-paid-up license: (1) to design, commission, and create architectural works that are derivatives of or substantially similar to this Project or any architectural work portrayed in any version of any Contract Documents; and (2) to use, reproduce, make derivatives of, publish, perform, distribute copies of, and otherwise use any architectural or other works created, authored, or provided by A/E or A/E's Consultants pursuant to this Agreement, for marketing, promotional, advertising, ordinary business, and educational purposes, in any medium.

11.5 Owner acknowledges that, in granting the licenses herein, A/E and A/E's Consultants have not agreed to provide the following services to Owner for any future project for which Owner uses any license granted herein: Code Compliance (including, but not limited to, Building Code changes, statutory changes, SREF changes), Educational Program changes, Enhanced Hurricane Protection Area (EHPA) requirements, advanced energy efficiencies, permits, inspections, field reports, civil engineering for future site(s), Educational Specifications, schematic design or design development documents, signed and sealed permit drawings (including but not limited to those drawings submitted to SWFWMD and/or BO), submittal or shop drawing reviews, architect supplemental instructions (ASIs), responses to requests for information (RFIs), updates to project specifications, as-builts, LEED or Green Globes calculations or energy modeling, life cycle cost analysis, color selections, interior design, color boards for Owner approval, filings for governmental authorities (including, but not limited to Manatee County, City of Bradenton, City of Palmetto), landscape design, pre-construction meetings, jobsite meetings, special meetings, approvals of budget transfers, approvals of CM pay applications, and/or approval of any other project documents.

11.6 All licenses granted herein or pursuant to this Agreement are worldwide, perpetual and irrevocable and shall continue even in the event this Agreement is terminated for any reason. A/E consents to Owner's use of the Contract Documents to complete the Project following A/E's termination for any reason or to perform additions to or remodeling or renovations of the Project. In the event of any such termination, A/E hereby consents to any use of any and all Contract Documents by any replacement architects, contractors, engineers or other professionals retained by Owner provided, however, A/E shall not be liable for any of the design work performed by such replacement architects, engineers or other professionals and Owner agrees to indemnify and hold A/E harmless from any such liability related to design work performed by the replacement architect.

11.7 A/E, upon reasonable request by Owner, even if such request is made after termination or expiration of this Agreement for any reason, shall take all steps reasonably required by Owner to memorialize, perfect, substantiate, record, or evidence all licenses, assignments, and rights Owner has, is due, or may have under or pursuant to this Agreement, and shall do so at no additional charge to Owner.

11.8 A/E shall, upon reasonable request by Owner, even if such request is made after termination or expiration of this Agreement for any reason, or upon completion of the Project should no such request be made by Owner, provide to Owner: (1) reproducible copies of all Contract Documents; (2) written copies of all licenses and assignments obtained by A/E from A/E's Consultants pursuant to Section 11.3; and (3) a written license from A/E to Owner pursuant to Section 11.2. Wherever practical, all such copies of the Contract Documents shall be provided in both editable electronic form and in hard paper form. A/E shall not be responsible for inadvertent errors caused by the electronic transmission of Contract Documents unless it knew or reasonably should have known of

such errors and failed to promptly notify Owner in writing. In the event of any discrepancies between any such electronic copies and hard paper copies issued by A/E, the hard paper copy shall control.

11.9 Without limitation, Owner may assign, encumber, or sublicense any license granted herein or pursuant to this Agreement to a lender, a tenant of the Project, or a subsequent owner of any portion the Project. Owner shall be permitted to authorize contractors, engineers, subcontractors, sub-subcontractors, material or equipment suppliers, consultants, agents and architects to reproduce applicable portions of the Contract Documents as appropriate to and for use in connection with the completion of the Project or Owner's exercise of any right or license granted herein or pursuant to this Agreement.

11.10 A/E warrants to Owner that it has full right and authority to grant the licenses specified herein to Owner. A/E hereby represents and warrants that all Contract Documents, architectural works, or other works developed, authored, or provided to Owner pursuant to this Agreement shall be original work of A/E or A/E's Consultants, in the public domain, or developed, authored or provided pursuant to a valid, enforceable and appropriate license or assignment and shall not infringe any copyright, performance right, trademark, patent or other intellectual property right of any third party. To the fullest extent permitted by law, A/E shall indemnify, protect and hold harmless Owner and its agents, employees, officers and Board Members from and against all liabilities, damages, losses and costs, including reasonable attorneys' fees, arising out of, or resulting from, any claim by any third party asserting that any Contract Document, architectural work, or other work developed or authored by A/E or A/E's Consultants, or provided to Owner by A/E, pursuant to this Agreement infringes any intellectual property right, including copyright, of any person.

ARTICLE 12
INSURANCE

12.1 During the term of this Agreement or for such longer period as otherwise specified herein or required by applicable law, A/E shall provide, pay for, and maintain, with companies satisfactory to Owner, the types of insurance described herein. All insurance shall be from companies duly authorized to do business in the State of Florida.

12.2 Within ten (10) days from the execution of this Agreement, A/E shall deliver to Owner properly executed Certificates of Insurance and required additional insured endorsements in form acceptable to Owner evidencing the fact that A/E has acquired and put in place the insurance coverages and limits required hereunder. The Certificates of Insurance must identify the specific Project name, as well as the site location and address. A/E shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by Owner.

12.3 A/E shall notify Owner, in writing, within five (5) days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by A/E from its insurer. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, A/E shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

12.4 All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:

12.4.1 The term "The School Board of Manatee County, Florida" shall include the Manatee County Public Schools, the Manatee County School Board, a body corporate, the Manatee County School District and the Public School System and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members and

employees thereof in their official capacity, and/or while acting on behalf of the Manatee County School Board.

12.4.2 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, shall name the Indemnitees (as that term is defined within this Agreement) as additional insureds as to the operations of A/E under the Contract Documents pursuant to additional insured endorsements acceptable to Owner and shall contain a provision regarding severability of interests.

12.4.3 Companies issuing the insurance policies shall have no recourse against Owner for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of A/E.

12.4.4 All insurance coverages of A/E shall be primary to any insurance or self-insurance program carried by Owner applicable to this Project, and the "Other Insurance" provisions of any policies obtained by A/E shall not apply to any insurance or self-insurance program carried by Owner applicable to this Project.

12.4.5 All insurance policies shall be fully performable in Manatee County, Florida, and shall be construed in accordance with the laws of the State of Florida.

12.4.6 All insurance policies must expressly state that the insurance company will accept service of process in Manatee County, Florida, and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Manatee County, Florida.

12.5 The acceptance by Owner of any evidence of the insurance coverages and limits required in this Agreement, including any Certificate of Insurance, policy or additional insured endorsement, does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance comply with the requirements of this Agreement.

12.6 If any insurance provided pursuant to this Agreement expires prior to the completion of the services required hereunder or specified tail or completed operations period, renewal Certificates of Insurance and, if requested by Owner, certified, true copies of the renewal policies and applicable additional insured endorsements, shall be furnished to Owner thirty (30) days prior to the date of expiration.

12.7 Should at any time A/E not maintain the insurance coverages required in this Agreement, Owner may cancel the Agreement or, at its sole discretion, shall be authorized, but not required, to purchase such coverages and charge A/E for such coverages purchased. If A/E fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due A/E under this Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

12.8 To the extent damages are covered by property insurance, Owner and A/E waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. Owner or A/E, as appropriate, shall require similar waivers (in favor of the parties enumerated herein) from the contractors, consultants, agents and employees of any of them.

12.9 All insurance companies from whom A/E obtains the insurance policies required hereunder must meet the following minimum requirements:

12.9.1 The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.

12.9.2 The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of this Agreement.

12.9.3 The insurance company must be listed in the most current edition of Best's Key Rating Guide, have a rating classification of either "A" or "A+" and a financial size category rating of class IV or higher.

12.10 Unless otherwise stated herein, and before starting and until completion of all services required hereunder, A/E shall procure and maintain insurance of the types and to the limits set forth below. A/E shall also require each of its Consultants to procure and maintain, until the completion of that Consultant's services or for such longer period as otherwise specified herein or required by applicable law, insurance of the types and to the limits specified below unless such insurance requirement for the Consultant is expressly waived in writing by Owner. All self-insured retentions or deductibles will be A/E's sole responsibility.

12.11 Professional Liability Insurance

12.11.1 A/E shall maintain a professional liability policy, including errors and omission coverage, insuring A/E's liability arising out of the performance of professional services under this Agreement including for any negligent act, error, mistake or omission in rendering or failing to render professional services described in this Agreement whether committed or alleged to have been committed by the A/E or any person employed by the A/E or by others for whom the A/E is legally responsible. A/E shall continue the coverage amounts specified herein for a period of not less than five (5) consecutive years after Project Final Completion. No "sunset" limitation shall apply. The policy retroactive date will always be prior to the date services were first performed by A/E for Owner, and the retroactive date will not be moved forward during the term of the Agreement and for five (5) years thereafter.

12.11.2 The policy shall be issued to the A/E as the insured named therein, covering all services to be performed by the A/E on the Project. A/E waives its right of recovery against Owner as to any claims under this insurance. Any deductible or self-insured retention applicable to any claim shall be the sole responsibility of A/E. The insurance company shall waive its rights of subrogation against the Indemnitees.

12.11.3 Policy Amounts

12.11.3.1 For projects with a Total Project Budget of less than $5,000,000.00, and unless otherwise agreed to in writing between Owner and A/E, the A/E's policy shall provide coverage, for the acts and omissions of the A/E, 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.

12.11.3.2 For projects with a Total Project Budget of more than $5,000,000.00 but less than $15,000,000.00, and unless otherwise agreed to in writing between Owner and A/E, the A/E's policy shall provide coverage, for the acts and omissions of

the A/E, in the amount of $2,000,000.00 with an aggregate of $2,000,000.00. Said policy shall contain a maximum deductible or self-insured retention of $100,000.00.

12.11.3.3 For projects with a Total Project Budget of more than $15,000,000.00, and unless otherwise agreed to in writing between Owner and A/E, the A/E's policy shall provide coverage for the acts and omissions of the A/E in an amount as set by the schedule established by the Owner's Risk Management Department determined on a case-by-case basis using a scaled ratio according to the total value of the Project with a deductible or self-insured retention of no more than $100,000.00.

12.12 Commercial General Liability

12.12.1 A/E shall maintain a commercial general liability policy that is written on an "occurrence" basis. Coverage, as provided by 1986 (or later) ISO commercial general liability form, shall include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Personal Injury and Fire Legal Liability Coverages. If A/E provides any construction work, it must also include Products and Completed Operations Coverage, with the Completed Operations Coverage maintained for this Project for not less than five (5) years following Final Completion. Applicable deductibles or self-insured retention, not to exceed $25,000.00, shall be the sole responsibility of A/E. The insurance company shall waive its rights of subrogation against the Indemnitees. Limits of coverage shall not be less than the following for Bodily Injury, including Death, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	$3,000,000.00
Products - Completed Operations Aggregate	$2,000,000.00
Personal and Advertising Injury	$1,000,000.00
Each Occurrence	$1,000,000.00
Fire Damage (Any One Fire)	$50,000.00
Medical Expenses per Person	$5,000.00
Site Specific Project Aggregate Limits	same as above

12.13 Automobile Liability

12.13.1 A/E shall maintain an automobile liability policy as to ownership, maintenance and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury, including Death & Property Damage and Liability:	$1,000,000.00 Combined Single Limit Each Accident Limit Each Accident

The insurance company shall waive its rights of subrogation against the Indemnitees.

12.14 Worker's Compensation and Employer's Liability Insurance

12.14.1 A/E shall maintain worker's compensation and employer's liability insurance coverage during the terms of this Agreement for all employees engaged in the services performed under this Agreement, in accordance with the laws of the State of Florida. The insurance

company shall waive its rights of subrogation against the Indemnitees. The amount of such insurance shall not be less than:

Worker's Compensation:	Florida Statutory Requirements	
Employer's Liability:	$500,000.00	Limit Each Accident
	$500,000.00	Limit Disease Aggregate
	$500,000.00	Limit Disease Each Employee

12.15 Umbrella Liability Insurance or Excess Liability Insurance

12.15.1 A/E shall obtain an umbrella liability insurance or excess liability insurance policy for not less than $3,000,000.00 each occurrence and aggregate. Such coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit. The aggregate limits shall apply separately to this Project, and the specific Project aggregate limits shall be evidenced by the use of an endorsement approved by Owner. The insurance company shall waive its rights of subrogation against the Indemnitees.

ARTICLE 13
CLAIMS AND DISPUTES

13.1 Claims and Disputes

13.1.1 This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, without regard to its choice of law provisions.

13.1.2 The term "**Claim**" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

13.1.3 A/E shall provide notice of any Claim in writing to Owner within seven (7) calendar days after the first day of the event giving rise to such Claim or else A/E shall be deemed to have waived the Claim. Written supporting data shall be submitted to Owner within thirty (30) calendar days after the occurrence of the event, unless Owner grants additional time in writing, or else A/E shall be deemed to have waived the Claim.

13.1.4 A/E shall proceed diligently with its performance of services as directed by Owner, regardless of any pending Claim, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments of undisputed amounts due in accordance with this Agreement during the pendency of any Claim.

13.1.5 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. The negotiation shall be attended by representatives of A/E with full decision-making authority and by Owner representatives who would make the presentation of any settlement reached during negotiations to the School Board of Manatee County. Failing resolution, and prior to the commencement of any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of A/E with full decision-making authority and by Owner representatives

who would make the presentation of any settlement reached during mediation to the School Board of Manatee County. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Section 44.102, *Florida Statutes*.

13.2 Litigation

13.2.1 Any litigation between Owner A/E, whether arising out of any Claim, services provided by the A/E on the Project or arising out of the Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and A/E each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. The exclusive venue of any such litigation between Owner and A/E shall lie and be only in the appropriate State courts of the State of Florida's Twelfth Judicial Circuit in and for Manatee County, Florida. A/E consents and submits to the jurisdiction of any such court and agrees to accept service of process in any matter to be submitted to any such court.

13.2.2 In the event of any Claim or dispute arising out of the Agreement or the services provided by A/E on the Project, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees (including fees for determining the amount of fees due) at all levels, including at trial, on appeal, and in bankruptcy and post-judgment proceedings.

ARTICLE 14
INDEMNIFICATION

14.1 Indemnification

14.1.1 To the maximum extent permitted by applicable law, A/E shall indemnify and hold harmless The School Board of Manatee County, its agents, employees, officers and Board Members ("**Indemnitees**") from and against any and all liabilities, damages, losses, expenses and costs, including reasonable attorneys' fees and costs, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of A/E or anyone employed or utilized by A/E in the performance of this Agreement including A/E's Consultants. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described within this Agreement. A/E's indemnification obligations under this Agreement, including those specified herein, shall be deemed part of the Project Specifications and to fully comply with Section 725.08, *Florida Statutes*, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of this Agreement is determined not to comply with Section 725.08, *Florida Statutes*, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that A/E's indemnification obligations comply fully with Section 725.08, *Florida Statutes*, including any amendments, in all respects. A/E's indemnification obligations in this Agreement are in addition to and not in lieu of any common law indemnification to which any of the Indemnitees are entitled.

14.1.2 The duty of A/E to indemnify and hold harmless the Indemnitees includes the separate and independent duty to Indemnitees, which duty arises immediately upon receipt by A/E of the tender of any indemnity claim from an Indemnitee which under the written content of the claimant's description of its claim reasonably appears to be within A/E's

indemnification obligation. A/E's obligation to the Indemnitee(s) shall be at A/E's sole expense. A/E shall respond within fifteen (15) calendar days to the tender of any indemnity claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by A/E shall be by well qualified, adequately insured and experienced legal counsel acceptable to Owner. By proceeding to an indemnity claim, A/E shall not be deemed to have admitted to an obligation to provide indemnification and defense and A/E may provide a defense under a written reservation of rights.

ARTICLE 15
SPECIAL PROVISIONS

15.1 Successors and Assigns

15.1.1 The Owner and the A/E each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of the Agreement. Neither the Owner nor the A/E shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Any attempted assignment in violation of this prohibition is void.

15.2 Public Entity Crime Information Statement

15.2.1 By its execution of this Agreement, A/E acknowledges that it has been informed by Owner of the terms of Section 287.133(2)(a), *Florida Statutes*, which reads as follows:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

A/E must notify Owner within thirty (30) days after a conviction of a public entity crime applicable to A/E or to an affiliate of A/E.

15.3 Employment Eligibility Verification ("E-VERIFY")

15.3.1 Employment Eligibility Verification ("E-VERIFY"): By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system. E-Verify Number 714210.

15.4 Truth-In-Negotiation

15.4.1 In compliance with the Consultants' Competitive Negotiation Action, Section 287.055, *Florida Statutes*, by signing this Agreement, the A/E certifies that wage rates and other factual unit costs supporting the compensation to be paid under this Agreement are accurate, complete and current as of the date of this Agreement. It is further agreed that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which it is determined the contract prices was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

15.5 Compliance with Jessica Lundsford Act

15.5.1 The School District of Manatee County and State of Florida, requires all A/Es, CMs, contractors and subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless Owner for any claims made against Owner related to the failure to comply with Section 1012.465 and Section 1012.32, *Florida Statutes*. Information on JLA requirements and how to comply can be accessed at: https://www.manateeschools.net/Page/6689.

15.6 Sovereign Immunity

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

15.7 Public Records

15.7.1 Custodian of Public Records

IF THE A/E HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE A/E'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: PUBLIC RECORDS CUSTODIAN, 215 MANATEE AVENUE W., BRADENTON, FL 34205 (941) 708-8770, publicrecords@manateeschools.net.

15.7.2 The A/E must comply with public records law and specifically:

15.7.2.1 Keep and maintain public records required by Owner to perform the service.

15.7.2.2 Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that complies with Chapter 119, *Florida Statutes*, or as otherwise provided by law.

15.7.2.3 Ensure that public records in the A/E's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Owner.

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

15.8 Equal Employment Opportunity / Non-Discrimination

15.8.1 In performing all services to be provided hereunder, A/E shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. A/E shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: (1) employment, upgrading, demotion or transfer; (2) recruitment or recruitment advertising; (3) layoff or termination; (4) rates of pay or other forms of compensation; and (5) selection for training, including apprenticeship. A/E shall post in conspicuous places, available to all employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity/ Non-Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, or national origin.

15.8.2 Consistent with Section 287.134, *Florida Statutes*, A/E or its affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to Owner; may not submit a bid, proposal, or reply on a contract with Owner for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to Owner; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Owner; and may not transact business with Owner.

15.9 Prohibition Against Contingent Fees

15.9.1 The A/E warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the A/E to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the A/E any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Owner shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Basic Services Compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

15.10 Conflict of Interest

15.10.1 A/E represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. A/E further represents that no persons having any such interest shall be employed to perform those services.

15.11 No Waiver

15.11.1 The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. Waiver by Owner of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Agreement. No approval, consent or waiver by Owner shall be effective unless it is in writing and then only to the extent specifically stated.

15.12 Severability

15.12.1 Should any provision of the Agreement be determined to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

15.13 Notices

15.13.1 All notices, consents, or approvals required or permitted to be given under the terms of the Agreement shall be in writing and shall be sent by: (1) FedEx or other nationally recognized overnight air courier service, postage prepaid, for next business day delivery, or (2) by email correspondence to the respective parties set forth below in this section, as applicable. Notice given in accordance with this Section shall be effective on the date of email transmission or upon the first business day after having been delivered to a nationally recognized overnight air courier service, such as FedEx, for "next business day" delivery in each case addressed to the respective party at the address for notice specified in this Section below.

15.13.2 Notices, consents or approvals required or permitted to be given to Owner shall be delivered to Owner at:

Project Director
Jeffery Medwetz
1 Matzke Way
Bradenton, FL 34208
Attention: Jeffery Medwetz
Email: MedwetzJ@manateeschools.net

15.13.3 Notices, consents or approvals required or permitted to be given to A/E shall be delivered to A/E at:

Halfacre Construction Company
7015 Professional Pkwy
Sarasota, FL 34240
Attention: Greg Witt
Email: gwitt@halfacreco.com

15.13.4 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

ARCHITECT/ENGINEER:

By: _____ By: _____
(Corporate Secretary Signature) (Corporate Vice President Signature)

_____ Travis Steed, AIA, IIDA, LEED AP
(Corporate Vice President's Name)

As Witnessed:

_____ Long and Associates Architects/Engineers, Inc.
(Type Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As To Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Approved As To Form and Legality: _____, General Counsel

Superintendent of Schools _____

School Board Chairman: _____

Witness: _____

EXHIBIT A

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	Jeffery Medwetz
SBMC Project Assistant	Tina Lundy
Architect	Long and Associates
Civil Engineers	To Be Determined
Structural Engineer	To Be Determined
Mechanical Engineer	To Be Determined
Electrical Engineer	To Be Determined
Construction Manager	Halfacre Construction Company
SBMC Instructional Member	Katherine Barlaug
SAC Member	To Be Determined

EXHIBIT B

PERIODIC SITE VISITS

The A/E shall make a minimum of 10 site visits, including in coordinating with A/E Consultants and the CM as necessary, to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the Construction Documents

DISCIPLINE	NUMBER OF VISITS (minimum)
A/E	10 per project
Structural Engineer	_____ per project
MEP	_____ per project
Civil Engineer	_____ per project
Landscape Architect	_____ per project

EXHIBIT C

2.2.2.1 A/E
NAME, ADDRESS, CITY, STATE, ZIP

Classification	Title	Hourly Rate
Principals	President	$ 165.00
	Vice President	$ 140.00
	Other Principals	$ 135.00
	Associate Architect	$ 115.00
	Senior Project Architect	$ 135.00
Supervisory	Architects	$ 115.00
	Project Manager	$ 140.00
Intern Architect	Intern Architect	$ 95.00
Interiors	Interior Designer	$ 115.00
Technical Staff	Technician I	$ 75.00
	Technician II	$ 95.00
	Historic Preservation Specialist	$ 165.00
	Clerical	$ 55.00
	Expert Testimony	$ 400.00

2.2.2.2 Civil Engineer
NAME, ADDRESS, CITY, STATE, ZIP

Classification	Hourly Rate
Principal Engineer/P.E.	$
Project Manager/P.E.	$
Project Engineer III/Project Manager III	$
Project Engineer II/Project Manager II	$
Project Engineer I/Project Manager I	$
Designer/Technician/Const. Observ. III	$
Designer/Technician/Const. Observ. II	$
Designer/Technician/Const. Observ. I	$
Draftsman/Illustrator III	$
Draftsman/Illustrator II	$
Draftsman/Illustrator I	$
Administrative/Clerical	$

2.2.2.3 Structural Engineer
NAME, ADDRESS, CITY, STATE, ZIP

President	$
Senior Principal	$
Principal	$
Senior Project Manager	$
Project Manager	$
Senior Design Engineer	$
Design Engineer	$
Senior CADD Operator	$
CADD Operator	$
Senior Field Representative	$
Field Representative	$
Clerical	$

2.2.2.4 Mechanical, Electrical & Plumbing Engineer:
NAME, ADDRESS, CITY, STATE, ZIP

Division Director/Sr. Engineer	$
Sr. Engineer/Project Engineer	$
Engineer II/Design Specialist	$
Engineer I/Designer II	$
Graduate Engineer/Designer I/Technician II/ Executive Secretary	$
Technician I/Division Secretary	$
Secretary/Receptionist/Clerk	$

2.2.2.5 Landscape Architect:
NAME, ADDRESS, CITY, STATE, ZIP

Principal	$
Associate	$
Draftsman	$
Secretarial	$

2.2.2.6 Other:

EXHIBIT D

A. Project Description

The scope of work includes, but is not limited to:

- 10-classroom building addition with associated support spaces
- Complete renovation of existing facility
- Replace roof systems
- Mechanical systems and associated piping
- Plumbing systems and associated piping
- Building envelope improvements including window, door, and insulation systems
- Improve technology infrastructure
- Improve Campus safety/security
- Replace Life Safety Systems including fire alarm
- Kitchen reconfiguration and partial food service equipment replacement
- Repair site canopies, concrete walks, and associated drainage
- Site improvements including storm water.

LONG & ASSOCIATES
architects | engineers, inc.

June 28, 2022

Mr. Jeff Medwetz
Project Director
Department of Construction Services
School District of Manatee County
1 Matzke Way
Bradenton, FL 34208

RE: HAILE MS CLASSROOM ADDITION AND BUILDING RENOVATION - EXTENDED CA

Dear Mr. Medwetz,

Our base proposal for the above referenced project includes basic Construction Administration Services in accordance with our Contract and District Standards for a typical 18-month construction duration as would be anticipated for a project of this scope and budget. Should the duration of construction exceed this timeframe, we would respectfully request an opportunity to submit for additional services compensation in the amount of $28,000 per month based on job costs we are currently seeing for similar projects.

Sincerely,

LONG & ASSOCIATES,
ARCHITECTS/ENGINEERS, INC.

Travis G. Steed, AIA, LEED AP
Vice President of Architecture

TGS/ez

AGENDA ITEM NO. 10.26

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Tara Elementary School - Renovations - Agreement Between Owner and Sweet Sparkman Architects, Inc., in the Amount of $1,966,079.00

Executive Summary
The purpose of the requested action is to enter into an Agreement between Owner and Sweet Sparkman Architects, Inc., which will provide architectural and engineering services for the renovations at Tara Elementary School. The Project scope of work includes but is not limited to a campus-wide renovation. Included in this project are required site improvements, improved traffic queuing, roof replacement, cabinetry, and millwork as needed, doors and windows, painting, acoustical tile, flooring (VCT and carpet), building signage, plumbing, new mechanical system, upgrade to LED lighting throughout the campus, security upgrades to include fencing and Administration/Reception Areas and removal of portables.

Tara Elementary School Renovations Summary Sheet is attached for reference.

This project was included in the Educational Plant Survey.

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of Tara Elementary School - Renovations - Agreement between Owner and Sweet Sparkman Architects, Inc., in the amount of $1,966,079.00.

Financial Impact
The fee for architectural and engineering services is $1,966,079.00 and is included in the total project budget requirement of $26,174,982.00. **This project is funded by Capital Outlay funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Tara Elementary Renovations Summary Sheet
Tara ES Renovations AE Agreement

Tara Elementary School - Renovations

PROJECT DIRECTOR: John Williams

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

PROJECT BUDGET: $ 26,174,982.00 (07/26/22) Original Project Budget

HISTORY: Tara Elementary was built in 1992 with 737 permanent student stations and currently has an additional 144 relocatable student stations. A technology retrofit project was completed in 1996, improvements were made to the school's drop off lane in 2007 and chiller replacement in 2009. This project was initiated due to numerous flooding incidents and repeated repairs by Maintenance & Operations.

SCOPE: The Project scope of work includes but is not limited to, a campus-wide renovation. Included in this project are required site improvements, improve traffic queuing, roof replacement, cabinetry and millwork as needed, doors and windows, painting, acoustical tile, flooring (VCT and carpet), building signage, plumbing, new mechanical system, upgrade to LED lighting throughout the campus, security upgrades to include fencing and Administration/Reception Areas and removal of portables.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Yes

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
Agreement:	$ 1,966,079.00	July 26, 2022	Pending	Architectural/Engineering Services
TOTAL	$ 1,966,079.00			
CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
Agreement:	$ 74,206.00	July 26, 2022	Pending	Preconstruction Services
TOTAL	$ 74,206.00			
BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
	-			
TOTAL	-			
OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
	-			
TOTAL	-			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES
AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER

SBMC CONTRACT NO: _____

PROJECT NAME AND LOCATION: **Tara Elementary School Renovations**
6950 Linger Lodge Rd., Bradenton, Florida 34203
Manatee County, Florida

PROJECT DESCRIPTION AND SCOPE OF WORK: The Project scope of work includes but is not limited to, a campus-wide renovation. Included in this project are required site improvements, improve traffic queuing, roof replacement, cabinetry and millwork as needed, doors and windows, painting, acoustical tile, flooring (VCT and carpet), building signage, plumbing, new mechanical system, upgrade to LED lighting throughout the campus, security upgrades to include fencing and Administration/Reception Areas and removal of portables. (hereinafter, the "**Scope of Work**"). Exhibits A through F, further defining the Scope of Work, are attached hereto and incorporated herein by reference.

TOTAL PROJECT BUDGET: The Total Project Budget is **$26,174,982.00** and is comprised of the following:

1. Design Services	$ 1,966,079.00
2. Construction Services	$21,201,735.00
3. Owner Services	$ 1,945,008.00
4. FF&E and Technology	$ 1,062,160.00
TOTAL PROJECT BUDGET:	$26,174,982.00

START DATE (NOTICE TO PROCEED): July 2022 (estimated)

SUBSTANTIAL COMPLETION: August 2024 (estimated)

FINAL COMPLETION: September 2024 (estimated)

ARCHITECT/ENGINEER ("**A/E**"): Sweet Sparkman Architects, Inc.
1819 Main Street, Suite 400
Sarasota, FL 34236
Office: 941-952-0084
Fax: N/A
Email: tsweet@sweetsparkman.com

CONSTRUCTION MANAGER ("**CM**"): Creative Contractors, Inc.
852 62nd St. Circle East #103
Bradenton, FL 34208
Office: 941-706-0995
Fax: N/A

Email: VMitchell@creativecontractors.com

AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER

THIS AGREEMENT is made this 27th day of July in the year 2022 by and between the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA ("**Owner**") and the **SWEET SPARKMAN ARCHITECTS, INC., 1819 Main St. Suite 400, Sarasota, FL 34236, Fed Tax ID #54-2081005, Architect License #AR0015832** authorized to do business in the State of Florida ("**A/E**"), for A/E to perform architectural, engineering and/or other professional services described herein for **the renovations** of: **Tara Elementary School** located at **6950 Linger Lodge Road,** Bradenton, Florida 34203 (the "**Project**"). The Owner and the A/E, for the consideration set forth herein, agree as follows:

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

1.1 The Construction Team

1.1.1 The CM, the Owner and the A/E comprise the Construction Team and shall work together from the start of Project planning through Final Completion and be available thereafter to the extent additional services are required.

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

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

1.2 The A/E

1.2.1 The A/E shall provide Owner with professional architectural and other professional services described herein in all phases of the Project to which this Agreement applies. All services to be provided by A/E pursuant to this Agreement shall be in conformance with the Scope of Work described herein and within **Exhibits A – D**.

1.2.2 The A/E accepts a relationship of trust and confidence established by the Owner and this Agreement. The A/E represents to Owner that it has expertise in the type of professional services that will be required for the Project. A/E agrees to provide its services using its professional skill and judgment, to use its best efforts to complete the Project in the most expeditious and economical manner consistent with the Owner's interest, and to work with the Owner and the CM to further the interests of the Owner.

1.2.3 A/E shall be acting as an independent contractor at all times during the Project and no provision in the Agreement shall create an employment or agency relationship between the parties.

1.2.4 A/E agrees to cooperate with CM with respect to CM's delivery of services to Owner. A/E agrees to incorporate, whenever practicable and consistent with good design, and after Owner's written approval, all suggestions or recommendations timely made by CM with respect to the Project design.

1.2.5 A/E agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Manatee County, Florida, including all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by A/E pursuant to this Agreement.

1.2.6 A/E agrees that, when the services to be provided pursuant to the Agreement relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, A/E shall employ and/or retain only qualified personnel to provide such services.

1.2.7 A/E agrees that its services provided pursuant to this Agreement shall be subject to Owner's reasonable review and approval. A/E agrees to comply, at its own expense, with all federal, state and local laws, applicable statutes, ordinances, codes, administrative orders, rules, regulations including utility regulations, local and state fire marshal requirements and the Florida Building Code, as well as the requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by A/E including, but not limited to, any interlocal agreements between Owner and Manatee County. In the event of any conflicts in these requirements, A/E shall promptly notify Owner of such conflict in writing and utilize its best professional judgment to resolve the conflict. Nothing in this Agreement shall be construed to eliminate A/E's responsibility for compliance of its design, its documents and its services with applicable local, state and federal statutes and regulations and applicable professional practice standards. Owner's approval of the design documents in no way relieves A/E of its obligation to deliver complete and accurate documents necessary for successful construction of the Project.

1.2.8 Any Contract Documents, as defined herein, prepared or furnished by A/E that contain errors, conflicts or omissions will be promptly corrected by A/E at no additional cost to Owner. A/E shall promptly notify Owner in writing of any discovered discrepancies, inconsistencies, or missing information necessary to provide reasonably accurate and complete documents. If CM reports to A/E any conflicts, errors or discrepancies in the Contract Documents, including during construction, A/E shall provide a written interpretation or clarification of the Contract Documents within a reasonable time period so as to not delay the Project.

1.2.9 A/E shall be responsible for obtaining and thoroughly and carefully reviewing all surveys and geological reports with respect to the Project including those reports obtained and/or provided by Owner. A/E's design documents shall be consistent and coordinated with the information set forth in all such surveys and geological reports. In the event A/E has any questions or concerns about the contents of any such surveys or reports, A/E shall notify Owner in writing within ten (10) days of A/E's receipt of any such surveys or geological reports. A/E and Owner will attempt to mutually resolve any such questions or concerns.

1.2.10 A/E agrees, for both itself and all of its 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.

1.2.11 Key representatives for the A/E are shown on **Exhibit A** and shall not be revised without the written approval of the Owner such approval not to be unreasonably withheld. The A/E representatives who are designated are authorized and responsible to act on behalf of A/E with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. By execution of this Agreement acknowledges that the key representatives identified on **Exhibit A** have full authority to bind and obligate A/E on all matters arising out of or relating to this Agreement.

1.2.12 A/E Consultants

1.2.12.1 The services to be performed pursuant to this Agreement shall be performed by the A/E and A/E's consultants identified in **Exhibit A** ("**Consultants**") unless otherwise authorized in writing by Owner. The employment of, contract with, or use of the services of any other person or firm by A/E, as independent consultant or otherwise, shall be subject to the prior written approval of Owner. No provision of this Agreement shall, however, be construed as constituting an agreement between Owner and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against Owner beyond such as may otherwise exist without regard to this Agreement. Notwithstanding the foregoing, Owner shall enjoy the same benefits and rights as to A/E's Consultants as A/E enjoys with respect to A/E's Consultants and all of A/E's agreements with A/E's Consultants shall be in writing, signed by both parties and shall include the following provision: "Owner is intended to be an express, recognized third-party beneficiary of this Agreement."

1.2.12.2 Should Owner terminate this Agreement with A/E, Owner shall, upon Owner's request, obtain assignment of those of the Consultant's agreement(s) with a different A/E elected by Owner. Each of A/E's agreements with the Consultants shall specifically provide that Owner shall only be responsible to the Consultants for those obligations of A/E that accrue subsequent to Owner's exercise of its right to take an assignment of such agreement. Each of A/E's agreements with Consultants shall require or provide that: (a) nothing in the Contract Documents will create a contractual relationship between Owner and the Consultant unless Owner elects to accept contingent assignment of the agreement as provided herein, and (b) the Consultant shall resolve all disputes involving Owner in the same manner as provided in Article 13 below.

1.2.12.3 At Owner's request, A/E shall provide to Owner copies of all of A/E's agreements with A/E's Consultants.

1.2.12.4 A/E shall be responsible to Owner for the acts and omissions of A/E's employees and Consultants arising out of or resulting from the performance of services hereunder including those that that do not conform to the A/E's standard of care, would constitute a breach of this Agreement if the act or omission were committed by A/E, or are otherwise wrongful or unlawful.

1.3 Extent of Agreement

1.3.1 This Agreement is complementary to the drawings, specifications, conditions of the contract (General, Supplementary and other Conditions, if applicable), recordings of presentations and interviews (including the content of the audio/visual oral presentation made to the Professional Selection Committee), and, together with them, comprises the full and entire Agreement between the Owner and the A/E and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions or other documents for construction.

1.3.2 No modification or amendment to the Agreement shall be valid or binding upon the Owner and the A/E unless in writing and executed by the parties intending to be bound by it.

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

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

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

1.3.6 All representations and covenants of the parties shall survive the expiration of the Agreement. All of A/E's representations and indemnifications made in or required by the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment to A/E for its services and termination or completion of the Agreement.

1.3.7 This Agreement shall not be recorded.

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

1.4 Definitions

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

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

1.4.3 "**Owner Construction Services Budget**" is comprised of Owner's funds that are budgeted, requested and available for the construction of the Project and is **$21,201,735.00**, including all CM fees and costs of the work as further identified below:

Construction Costs	$	TBD
General Conditions	$	TBD
Overhead and Profit	$	TBD
Pre-Construction	$	74,206.00
Unforeseen Conditions	$	TBD
Bond	$	TBD
TOTAL	$	74,206.00

1.4.4 "**Total Project Cost**" is comprised of the actual costs for all design services, construction services, Owner services and all fees and other costs necessary to design, develop and construct the Project and is **$26,174,982.00**.

1.4.5 "**Contract Documents**" consist of the agreement between the Owner and the CM (the "**CM Agreement**"), the exhibits described therein, and any executed and issued addenda, Change Orders, and amendments signed by Owner. The term "Contract Documents" shall also include all plans and specifications for the construction of the Project ("**Construction Documents**") prepared by the A/E including any revisions, but only after the Construction Documents have been completed by A/E and approved in writing by Owner. Upon

Owner's acceptance of CM's proposal for the Guaranteed Maximum Price (the "**GMP Proposal**"), the GMP will become an Amendment to the Agreement ("**GMP Amendment**") and will become a part of the Contract Documents and shall establish the Agreement's GMP, Contract Time and liquidated damages for incorporated phases of work.

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

(a) Duly executed amendments, Change Orders, Addenda and Architect Supplemental Instructions ("ASIs") with those of a later date having precedence over those of an earlier date;

(b) The CM Agreement, not including the Exhibits;

(c) Exhibits to the CM Agreement; and

(d) All other Contract Documents with those of a later date having precedence over those of an earlier date.

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

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

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

1.4.9 "**Business Day**" shall mean all days of the week excluding Saturdays and Sundays and all legal holidays observed by Owner. For provisions within the Agreement that require a certain action within a specified time period, the Owner and A/E may mutually agree to a different time period depending on the circumstances of the particular Project.

1.4.10 "**Total Project Budget**" means the total cost of the Project including design services, construction services, Owner services (including FF&E and Technology) and all fees and other costs necessary to design, develop and construct the Project and is **$26,174,982.00**.

ARTICLE 2
COMPENSATION

2.1 Lump Sum Architect/Engineering Fee

2.1.1 The Owner agrees to pay the A/E as compensation for its services as described in Article 3 the amount of **$1,966,079.00** (the "**A/E Fee**") to be paid per Article 8, which is comprised of the following:

Basic Services (includes Structural and MEP services)		**$ 1,608,879.00**
Civil Engineering		
Civil	$165,000.00	
Landscaping	$ 15,000.00	
Permitting	$120,000.00	
Surveys (Topographic/Boundary)	$ 28,200.00	
Total Civil Engineering Services		**$ 328,200.00**
Authorized Additional Services		
(3) Presentations to the Board	$ 9,000.00	
Prolonged CA Services:		
• (1) month	$ 5,000.00	
• (3) additional months	$15,000.00	
Total Authorized Additional Services		**$ 29,000.00**
Total A/E Fee		**$ 1,966,079.00**

2.2 Other Additional Services

2.2.1 Any additional services beyond the Scope of Work as described in Article 4 and authorized by the Owner in accordance with the Agreement ("**Other Additional Services**") are to be paid as mutually agreed between the A/E and the Owner by lump sum or a multiple of payroll costs.

2.2.2 Other Additional Services defined in Article 4 that are to be paid as a multiple of actual payroll costs shall be based upon the actual cost of salary or wages paid directly to personnel engaged on the projects as set forth in **Exhibit C**. The multiple applied to actual cost covers overhead, profit and all fringe benefits, including all applicable taxes. The multiples shall be mutually agreed between the Owner and the A/E as follows:

2.2.2.1 Architect: x1

2.2.2.2 Civil Engineer: x1

2.2.2.3 Structural Engineer: x1

2.2.2.4 Mechanical, Electrical & Plumbing Engineer: x1

2.2.2.5 Landscape Architect: x1

2.2.2.6 Other: NA

2.3 Reimbursable expenses as defined in Article 7.

ARTICLE 3
A/E SERVICES

3.1 Time

3.1.1 Services to be rendered by A/E shall be commenced subsequent to the execution of this Agreement and upon written "Notice to Proceed" from Owner for all or any designated portion of the Project and shall be performed and completed in accordance with the terms of this Agreement. Upon Owner's acceptance of the Schematic Design Documents, the Owner and A/E shall mutually agree upon a Design Schedule for the performance of A/E's services and timing of A/E's deliverables as required pursuant to the terms of this Agreement. The Design Schedule shall include allowances for periods of time required for Owner's review, for review by the CM if required, and for approval of submissions by the authorities having jurisdiction over the Project. With Owner's written approval, A/E shall adjust the Design Schedule, if necessary, as the Project proceeds until the commencement of construction. Time is of the essence with respect to the performance of this Agreement.

3.1.2 Should A/E be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of A/E, not due to its own fault or neglect, and which could not be avoided by the exercise of reasonable diligence, including: (1) acts of God or of the public enemy, (2) acts of government, (3) fires, (4) floods, (5) epidemics, (6) quarantine regulation, (7) strikes, and/or (8) lockouts, then A/E shall notify Owner in writing within seven (7) business days (unless Owner expressly agrees in writing to a longer period of time) after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which A/E may have had to request a time extension.

3.1.3 Except as provided within Article 4 or elsewhere in the Agreement, no interruption, interference, inefficiency, suspension or delay in the commencement or progress of A/E's services from any cause whatsoever, including those for which Owner may be responsible in whole or in part, shall relieve A/E of its duty to perform or give rise to any right to damages or additional compensation from Owner. Except as provided within Article 4 or elsewhere in the Agreement, A/E expressly acknowledges and agrees that it shall receive no damages for delay. A/E's sole remedy, if any, against Owner will be the right to seek an extension of time to perform its services; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision.

3.1.4 A/E acknowledges that timely delivery of A/E's deliverables required under this Agreement and timely responses to questions, required revisions to Contract Documents, submittals, and requests for information ("RFIs") or clarification, is critical to the Project. A/E's actions in reviewing and responding to the items described within this Section shall be taken in accordance with the timeframes specified in this Agreement, or in the deliverable or submittal schedule approved by Owner or, in the absence of a timeframe specified in this Agreement or an approved schedule, with reasonable promptness, but in no event more than five (5) business days after A/E's receipt of the question, submittal, RFI, or request for clarification or revisions to Contract Documents.

3.2 CM at Risk Delivery Process

3.2.1 The A/E agrees to provide professional design and construction administration services while operating within a modified Construction Management at Risk delivery process for the Project as set forth within this Agreement.

3.2.2 Stage I – District Project Planning

3.2.2.1 By entering into this Agreement, the A/E agrees to the Project description, the Total Project Budget, the Substantial Completion date and the Project Schedule as set forth herein.

3.2.2.2 A/E shall review Owner's program documents, including the School District of Manatee County Planning Manual for Schools & Ancillary Spaces (the "**Planning Manual**"), Owner's design objectives and constraints including evaluation of energy efficient design alternatives, space requirements, capacity and performance requirements, any budgetary limitations not addressed with the Scope of Work, and other requirements set forth in the Contract Documents, to ascertain the requirements of the Project and shall agree that it will meet the design requirements set forth therein. The A/E agrees to assist the Owner in developing revisions to the Planning Manual, as necessary, that incorporate standard construction concepts, techniques and building materials. The A/E shall develop Educational Specifications in conjunction with the Owner.

3.2.2.3 The A/E agrees that the Project is necessary, the site is appropriate and that the Project can be designed and successfully constructed within the limits of Owner's Construction Services Budget and Owner's program constraints.

3.2.3 Stage II – Project Budget Endorsement

3.2.3.1 The first ranked A/E and CM shall:

(a) Review the Owner's Project Scope, Total Project Budget, Project Schedule and level of quality required; and,

(b) Provide a Letter of Commitment and School Board presentation publicly, if requested, endorsing the Project Scope, Total Project Budget, Project Schedule and level of quality required as adequate and appropriate.

3.2.3.2 Monthly Reports

(a) During Stage II and until the Notice to Proceed to the CM is issued, and not later than the first of each month therein, the A/E shall submit to the Owner a complete and descriptive status report and a forecasted design and development completion schedule.

(b) The A/E shall take minutes of all meetings held with the Owner and CM during Stage II and through issuance of a Notice to Proceed to the CM and shall provide copies of the minutes to the Owner and CM within ten (10) calendar days following such meetings or prior to the next scheduled meeting.

3.2.3.3 Project Schedule

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

(b) The Project Schedule will serve as the framework for the development of all future detailed schedules and the CM shall produce and update the Project Schedule monthly throughout the Project.

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

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

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

3.2.3.4 Construction Cost Estimate

(a) The CM shall prepare, for Owner and A/E review and approval, a detailed estimate of Construction costs ("**Construction Cost Estimate**"), which shows the various elements of the Project and costs for construction of same. A/E shall work closely with CM in the CM's preparation of the Construction Cost Estimate.

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

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

(2) Phase II Design Development – with systems selected

(3) Phase III Construction Documents:

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

ii. 100% Drawings – issuance of final GMP Proposal

(c) The Construction Cost Estimate shall be reviewed with the Owner's Project Director and the A/E. If Construction Costs and/or any estimate exceed previously approved estimates or the Owner's Construction Services Budget, the CM shall make appropriate recommendations to the Owner and A/E for corrective action and propose value engineering and/or alternates for Owner and A/E consideration.

(d) Any recommendations and advice by the CM concerning design alternatives or value engineering, include the preparation of cost estimates and comments concerning the constructability of the design, shall be subject to approval by the Owner's Project Director and the A/E. A/E agrees to incorporate all suggestions or recommendations made by CM with respect to the Project design and approved in writing by Owner whenever practicable and consistent with good design.

3.2.4 Stage III – Project Design and Development

3.2.4.1 The Project Design and Development Phase consists of three (3) primary phases each progressively developing the Project design and Contract Documents with Owner approval.

3.2.4.2 Monthly Reports

(a) During Stage III and until the Notice to Proceed is issued to the CM, and not later than the first of each month therein, the A/E shall submit to the Owner a complete and descriptive status report and a forecasted design and development completion schedule.

(b) The A/E shall take minutes of all meetings held with the Owner and CM during Stage III and through issuance of a Notice to Proceed to the CM and shall provide copies of the minutes to the Owner and CM within ten (10) calendar days following such meetings or prior to the next scheduled meeting.

3.2.4.3 Phase I – Schematic Design

(a) Based upon the mutually agreed-upon Project program, Project Schedule and Total Project Budget by Owner and A/E, and after taking into consideration the comments and recommendations from the CM, A/E shall prepare Schematic Design Documents from the programming phase documents, which further define Owner's program and which shall consist of plans, sections, elevations, outline specifications and any other details necessary to define the program.

(b) The A/E shall coordinate the development with the CM and Owner to meet design requirements and identify the areas within the design that offer the greatest potential for elimination of unnecessary costs.

(c) A/E shall consult with CM with respect to (i) CM's development of the Construction Cost Estimate, (ii) CM's development of an overall Project Schedule, and (iii) CM's comments and recommendations concerning the Project design. A/E shall approve or provide written comments to CM and to the Project Director within ten (10) business days of receipt of CM's comments and recommendations.

(d) The A/E shall provide and distribute copies of the Schematic Design Documents, as required by the Project Director, for review and comment.

(e) The Schematic Design Documents are subject to Owner's review and approval. A/E shall respond in writing to Owner's review comments within fourteen (14) calendar days of receipt and responses shall be forwarded directly to Owner's Project Director. A/E shall revise the Schematic Design Documents as required by Owner in order to obtain Owner's written approval and authorization to proceed to the Phase II – Design Development Phase.

(f) Owner's acceptance of the Schematic Design Documents in no way relieves A/E of its obligation to deliver complete and accurate documents necessary for successful construction of this Project.

(g) At the completion of Stage III: Phase I – Schematic Design, the A/E and CM shall:

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

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, have its services terminated in accordance with Article 10. If the Agreement is terminated, Phase I documents become the property of the Owner, which may be used or changed by the Owner, solely for the purpose of completing the Project. The A/E shall retain the right to use the Phase I documents in any manner that does not hamper completion of the Project.

3.2.4.4 Phase II – Design and Development

(a) From the approved Schematic Design Documents, the A/E shall prepare the Design Development Documents including plans, elevations, other drawings, sketches, materials research, and specifications specific to Project requirements in order to set and indicate the size and character of the total Project including materials, type of structure, and mechanical and electrical systems. The data from the Design Development Documents shall be sufficient to fix the Scope of the Project to allow the CM to provide the Project Director with a preliminary GMP for construction.

(b) The A/E shall coordinate the development with the CM and shall consult with CM regarding (i) CM's development of the Construction Cost Estimate, (ii) CM's development of an overall Project Schedule and (iii) CM's comments and recommendations concerning the Project design. A/E shall approve or provide written comments to CM and to the Project Director within ten (10) business days of receipt of CM's comments and recommendations.

(c) The A/E shall also work with Owner's Project Director and CM to meet design requirements and identify the areas within the design that offer the greatest potential for the elimination of unnecessary costs including working with CM to generate and evaluate alternative ideas in terms of feasibility to construct, time and cost.

(d) The A/E shall provide and distribute copies of Design Development Documents for review and comments as required by the Project Director including A/E's confirmation that the Project design disciplines have been coordinated within the Design Development Documents.

(e) The Design Development Documents are subject to Owner's review and approval. A/E shall respond in writing to any review comments within fourteen (14) calendar days of receipt and responses shall be forwarded directly to Owner's Project Director. A/E shall revise the Design Development Documents as required by Owner in order to obtain Owner's written approval and authorization to proceed to the Phase III – Construction Documents Phase.

(f) The CM shall provide the A/E and Owner with a preliminary GMP. The A/E shall, within seven (7) days of receipt, provide the Project Director with review and comments on the CM's preliminary GMP.

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

(1) Provide a third Letter of Commitment and School Board presentation publicly stating that the Design Development Documents are in conformance with the Project Scope and that the:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, provide evidence prohibiting the commitment.

(h) The A/E shall not, unreasonably or without cause, impede the CM's ability to provide the requirements set forth herein.

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

(j) With the assistance of the A/E, the CM shall perform Advertising, Bidding and Awarding of Contracts per State Requirements for Educational Facilities (SREF), Section 4.2(2).

3.2.4.5 Phase III – Construction Documents

(a) After Owner's review and approval of the Phase II – Design Development Documents, the A/E shall prepare the Construction Documents including working drawings and specifications setting forth in detail each discipline's requirements into a cohesive whole based upon the Design Development Documents and consultations with the CM and the Owner's Project Director. The A/E shall confirm that all Project design disciplines have been properly coordinated.

(b) The Construction Documents shall conform to applicable building codes and zoning codes and accepted construction industry standards. A/E shall signify its responsibility for the Construction Documents by affixing its signature, date and seal as required by Florida Statutes. Where the Agreement provides for Owner's approval of the A/E's design recommendations and decisions, this approval does not relieve the A/E of any responsibilities.

(c) If the Project meets the definition of a threshold building, the A/E shall prepare and submit to the Owner a copy of the threshold building inspection plan, which shall provide specific inspection procedures and schedules such that the portions of the Project specified within the threshold inspection plan can be adequately inspected for compliance. The inspection plan must be submitted to the Owner with the 100% completed Construction Documents and prior to Owner's issuance of written authorization for construction to start.

(d) A/E shall prepare and provide to Owner all applications, data and documents required to obtain the approval of all authorities having jurisdiction over the Project, including any applicable storm water management districts and State and local fire marshals. This shall be accomplished at the appropriate time, but not later than the ninety percent (90%) completion point of this phase. To ensure the timely approval of all permits necessary for the construction of the Project,

including all environmental permits, A/E shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits. A/E shall, at no additional cost to Owner, make all reasonable and necessary revisions to the Construction Documents required to obtain the necessary permit approvals for construction of the Project.

(e) The A/E shall consult with CM with respect to (i) CM's development of the Construction Cost Estimate, (ii) CM's development of an overall Project Schedule and (iii) CM's comments and recommendations concerning the Project design. A/E shall approve or provide written comments to CM and to the Project Director within ten (10) business days of receipt of CM's comments and recommendations.

(f) The A/E shall evaluate all product substitution requests by the CM and render decisions in a reasonable time period.

(g) A/E shall provide the Project Director with three (3) copies of the Construction Documents, which shall be properly signed and sealed by the A/E. Copies of documents for A/E use are the responsibility of the A/E.

(h) Construction Documents prepared by the A/E are subject to Owner's review and approval. A/E shall respond in writing to Owner's review comments within fourteen (14) calendar days of receipt and responses shall be forwarded directly to Owner's Project Director. A/E shall revise the Construction Documents as required by Owner to obtain Owner's written approval of such documents.

(i) Upon approval of the Construction Documents, the A/E shall provide the Project Director with required copies of completed and approved Construction Documents and shall furnish digital copies of all drawings and Specifications to the CM.

(j) GMP Proposal

(1) When the Owner determines that the Construction Documents are 100% complete, the CM shall provide a GMP Proposal.

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

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

(4) A/E shall assist the Owner in reviewing, evaluating and advising Owner regarding CM's final Project Schedule and GMP Proposal. A/E shall make a written recommendation to Owner with respect to Owner entering into an agreement with CM for the amount of the GMP Proposal.

(k) Bid Documents and Bidding

(1) The necessary bidding documents, general conditions and supplementary general conditions of the contract, Division 1 of the Specifications, proposal and contract forms are to be prepared by the CM.

(2) The CM shall provide and distribute copies of bid documents for each bid group for review and comment including non-technical documents as directed by the Project Director.

(3) A/E shall assist the Project Director in coordinating the development of each bid group with the CM and provide the Project Director with review and comments on the CM's estimate for each bid group package.

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

(5) A/E shall attend the pre-bid conferences and bid openings for each bid group. A/E shall also be responsible for developing, in consultation with the Construction Team, and providing to the Project Director, any addenda to the Contract Documents that result from those conferences. The Project Director shall approve all addenda prior to distribution and copies, properly sealed, shall be submitted to the Project Director.

(6) The A/E shall assist the CM in evaluating all bids received and provide comments and recommendations to the Project Director on each proposed authorization for work. The Project Director will determine which bids will be accepted and indicate the Project Director's acceptance by signing the bid tabulation form for each work scope.

(l) The A/E shall not impede the CM's ability to provide the requirements set forth herein.

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

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

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

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

i. Modify the Construction Services Budget thereby increasing the Total Project Budget without additional cost to the Owner including for A/E Fees; or

ii. Terminate the CM Agreement allowing the next ranked construction management firm to provide a GMP within the Construction Services Budget and begin construction.

3.2.5 Stage IV – Project Construction and Warranty

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

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

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

(1) Award a subcontract;

(2) Undertake the work with CM forces; or

(3) Issue a purchase order for materials or equipment required for the work.

3.2.5.2 Construction Schedule

(a) Within thirty calendar (30) days after the receipt of the Notice to Proceed to the CM, the CM shall prepare a Construction Schedule and submit the schedule to the A/E and Project Director for approval. The Construction Schedule shall graphically depict the sequence and duration of all activities required to satisfactorily finish the Project. The Construction Schedule shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions.

(b) The CM shall submit all updated and/or revised Construction Schedules to the Owner and A/E for review. If requested by Owner or A/E, CM

shall furnish any information needed to justify the reasonableness of any activity duration set forth in the Construction Schedule including estimated activity manpower, anticipated quantities, and production rates.

3.2.5.3 The A/E shall provide administration for the CM Agreement as set forth below:

(a) The A/E shall be a representative of the Owner during construction and shall advise and consult with the Owner's Project Director. A/E shall keep Owner apprised of all contacts and/or communications between A/E and CM and Owner shall be copied on all correspondence between A/E and CM. All contacts and/or communications between A/E and the various trade subcontractors shall be routed through CM.

(b) The A/E shall act on behalf of the Owner only to the extent in the Contract Documents unless modified by written consent of Owner.

(c) Prior to the commencement of work, the Owner and A/E may conduct a preconstruction conference that will be attended by the CM and others, as appropriate for the particular needs of the Project. At the preconstruction conference, the attendees will discuss the Construction Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

(d) During the Project, if required by Owner and depending on the particular needs of the Project. the A/E may conduct Owner / A/E meetings.

(e) CM shall conduct regular Project status meetings with the Construction Team and shall deliver copies of written meeting minutes to Owner and A/E within five (5) days of each meeting. The CM shall maintain a log of RFIs, submittals and shop drawings, potential cost items and ASIs to be reviewed by the Construction Team at each meeting and be acted upon thereafter.

(f) A/E may attend meetings between CM and its subcontractors.

(g) If requested and/or required by the needs of the Project, CM shall prepare and submit a submittal schedule to Owner and A/E for approval. The submittal schedule will be coordinated with CM's Construction Schedule. CM shall review and approve shop drawings and other submittals and implement procedures for transmittal to the A/E of such submittals for action, and closely monitor their review process.

(h) A/E shall prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by CM or Owner as necessary. A/E shall provide its response to any such request to Owner and CM within ten (10) days unless otherwise agreed to between Owner and A/E.

(i) A/E will review and respond to all submittals from CM, including shop drawings, samples and product data, within a reasonable period of time so as not to delay the progress of the work, but in no event, more than

ten (10) days unless otherwise agreed to between Owner and A/E. Review of CM's submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of CM as required by the Contract Documents. A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by A/E, of any construction means, methods, techniques, sequences or procedures. A/E's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(j) A/E shall conduct construction field observation services consisting of periodic visits to the Project site as detailed within **Exhibit B** (or as frequently as necessary), to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the Construction Documents. When A/E discovers portions of the work that do not conform to the Construction Documents, A/E shall have the authority and duty to reject such work. A/E shall provide a written report of each visit, within ten (10) days from A/E's site visit, to Owner's Project Director. This field observation requirement shall also apply to Consultants of A/E at appropriate construction points.

(k) Through its on-site observations of the work in progress and field checks of materials and equipment, A/E shall endeavor to protect Owner against defects and deficiencies in the work of CM and the various trade subcontractors of CM.

(l) The A/E shall not have charge or control, nor be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs, or for acts or omissions of the CM or subcontractors.

(m) The A/E shall have access to the work whenever it is in preparation or progress.

(n) Based on such observations at the site and on the Applications for Payment submitted by CM, A/E shall recommend the amount owing to CM and shall execute and issue the Certificates of Payment initially completed by CM for such amounts. The issuance of Certificate of Payment shall constitute a representation by A/E to Owner that: (i) the work has progressed to the point indicated; (ii) that to the best of A/E's knowledge, information and belief, the quality of the work is in accordance with the Construction Documents subject to minor deviations from the Construction Documents correctable prior to completion, and to any specific qualifications stated in the Certificate of Payment; and (iii) CM is entitled to payment in the amount certified.

(o) A/E shall review claims by CM for extra compensation and/or extensions of time, and make written recommendations to Owner within five (5) business days of receipt of such claims concerning validity, and prepare responses for Owner.

(p) A/E shall review and provide written comment upon all Change Orders requests by CM, as well as any cost estimate associated with a Change Order request, prepared by CM. Owner shall prepare all Change Orders and/or other amendments to this Agreement. Upon agreement by Owner, A/E shall prepare and provide Construction Change Directives to Owner for approval and issuance to CM and revise the Construction Documents accordingly. The A/E shall also review and approve or take other action on Changes in Condition ("CIC") prepared by the CM for the Owner's authorization.

(q) A/E shall be, in the first instance, the interpreter of the requirements of the Contract Documents. A/E shall render opinions on all claims of CM relating to the execution and progress of the work and on all other matters or questions related thereto. A/E's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents, subject to Owner's written approval. A/E shall review for comment or approval any and all proposal requests, supplemental drawings and information, proposed substitutions, value engineering suggestions and proposed Change Orders to Owner's contract with CM. The A/E's decisions on other claims, including those in question between Owner and CM, shall be subject to claims provisions in this Agreement.

(r) The A/E shall have authority to reject work in nonconformance with the Contract Documents. Whenever, in the A/E's reasonable opinion, it becomes necessary or advisable to ensure the proper implementation or the intent of the Contract Documents, subject to Owner' prior written approval, the A/E shall have the authority to require special inspection or testing of any work whether or not such work be fabricated, installed, or completed. The A/E shall take such action only after consultation with the CM and Project Director.

(s) In the event of a disagreement between the CM and the A/E regarding acceptability of work and conformance with the plans and specifications, the Owner, in its sole discretion shall have the right to determine such acceptability and/or conformance.

(t) The A/E may order minor changes in work, which do not involve a change in the Total Project Cost or an extension of Contract Time. Such changes shall be by written order issued to the CM and endorsed by the Project Director.

(u) A/E shall advise Owner of facts known to A/E which may constitute an event of default on the part of CM under the Contract Documents, and advise and make recommendations to Owner with respect to the remedies available to Owner under the Contract Documents.

(v) A/E shall review and comment upon, without assuming any liability for, CM's quality control program.

(w) Upon notice from CM, and with the assistance of Owner, A/E shall conduct the Substantial Completion inspection, determine the date of Substantial Completion and, as required by Owner, A/E and CM shall

issue a Certificate of Substantial Completion on the form required by the Owner including a list of punch list items to be completed or corrected. A/E shall review and comment upon, and supplement as appropriate, the punch lists prepared by CM. The A/E shall notify CM in writing of work not complete by providing the final punch list to CM within seven (7) business days after CM has achieved Substantial Completion. CM shall then prepare a schedule for completion of the items indicating completion dates for Owner's and A/E review.

(x) Upon notice from CM, A/E shall conduct a final inspection to determine the date of Final Completion and assist Owner in final acceptance of Project. If requested by Owner, A/E shall issue the Certificate of Final Inspection on the form required by the Florida Department of Education, Office of Educational Facilities, which shall indicate A/E's final acceptance of the Project.

(y) The A/E shall assist the CM in receiving and forwarding to the Owner all closeout documents including required guarantees, warranties, affidavits, releases, consent of surety to final payment, bonds, waivers, manuals, as-built drawings, and maintenance books. The A/E shall review for compliance with CM's obligation under the Contract Documents, all operation and maintenance manual submittals, prior to submittal to Owner.

(z) After CM provides A/E with its marked-up "as-built" drawings and specifications, A/E will revise the final approved Construction Documents to incorporate all as-built information contained in CM's marked-up as-built drawings and specifications, as well as to reflect all addenda to the Construction Documents, contract changes and field changes (sometimes referred to herein as the "**Record Documents**") in a form as required by the Owner. A/E shall provide Owner with: one (1) hard copy, one (1) electronic copy in AutoCAD, and one (1) electronic copy in PDF.

ARTICLE 4
OTHER ADDITIONAL SERVICES

4.1 The following Other Additional Services shall cause the A/E to incur extra expense. If the Owner authorizes any of the services as set forth within Article 4, in writing, Owner shall pay A/E for the authorized services as a lump sum or as a multiple of actual payroll costs as determined by the Owner:

4.1.1 Services due to Owner-approved changes in general Project Scope or requirements after approval of Stage III – Project Design and Development: Phase I – Schematic Drawings;

4.1.2 Revising previously approved drawings or specifications to accomplish Owner-approved changes;

4.1.3 Providing detailed cost estimates;

4.1.4 Preparing documents for Change Orders when required by the Owner;

4.1.5 Consultation and/or professional services and reimbursable costs of types set forth herein concerning replacement of work damaged by fire or other casualty during construction;

4.1.6 Arranging for work to proceed should the CM default due to delinquency or insolvency; and

4.1.7 Providing prolonged contract administration and observation should the Contract Time be exceeded by 25% due to no fault of the A/E. The A/E's services performed in connection with Project closeout, including but not limited to, Substantial Completion and Final Completion, shall not be considered prolonged contract administration.

4.1.8 Project representation beyond basic services as follows:

4.1.8.1 If the Owner and the A/E agree that more extensive representation at the site than described in Article 3 shall be provided, the A/E shall provide additional representation to assist with site responsibilities ("**Additional Representation**").

4.1.8.2 Project representatives for such Additional Representation will be selected, employed and directed by the A/E and compensated as determined by the Owner.

4.1.8.3 Other than expressly stated in this Section, Additional Representation shall not modify the obligations of the A/E.

4.1.9 Services of special consultants, other than typical structural, mechanical, civil, plumbing, landscape and electrical engineering and services of estimators making detailed cost estimates;

4.1.10 Service of consultants providing surveys, testing and subsurface investigations authorized by the Owner other than those services included within the A/E Fee; and

4.1.11 Other Additional Services for the Project not identified within this Agreement.

4.2 Other Additional Services must be approved in writing in the form of a written and executed amendment to this Agreement prior to starting such services. Owner shall not be responsible for the costs of Other Additional Services commenced without Owner's express prior written approval. Failure to obtain prior written approval for Other Additional Services waives A/E's claim that it performed Other Additional Services and, instead, such services will be deemed to be part of the Basic Services required of A/E hereunder.

4.3 Fees for additional services required to correct, modify, alter or change any work as a result of the A/E's failure to properly provide Contract Documents that reflect Owner's Project scope, time, quality and budget are not considered valid extra expenses under the terms of this Agreement.

ARTICLE 5
OWNER RESPONSIBILITIES

5.1 Owner, as represented by the Department of Construction Services and the Project Director, will provide information to A/E regarding the requirements of the Project including design objectives and constraints, space requirements, capacity and performance requirements and any budgetary limitations that are not addressed within the Scope of Work.

5.2 Owner shall assign and authorize its Project Director, as set forth in **Exhibit A**, to act on the Owner's behalf in transmitting instructions, receiving information and interpreting and defining Owner's policies and decisions with respect to the Project.

5.3 Wherever the terms of this Agreement refer to some action, consent, or approval (excluding approvals of Other Additional Services or changes to this Agreement) to be provided by Owner or some notice, report or document is to be provided to Owner, such reference to "Owner" shall mean Owner's Project Director, unless otherwise stated by Owner in writing.

5.4 The Project Director will examine documents submitted by the A/E and render decisions in a reasonably timely manner to avoid unreasonable delay. The Project Director will observe the procedure of issuing orders to the CM through the A/E.

5.5 Except as may be otherwise expressly authorized by the School District of Manatee County, neither the Project Director nor any other party is authorized to issue any verbal or written orders or instructions to the A/E that would have the effect, or be interpreted to have the effect, of modifying or changing in any way the: (a) Scope of Work to be provided and performed by the A/E pursuant to the Agreement; or (b) the amount of compensation Owner is obligated or committed to pay A/E.

5.6 The Owner will retain a CM to manage the Project. The CM's duties are defined in the CM Agreement between the Owner and CM and a copy of the CM Agreement will be furnished to the A/E and will not be modified without written notice to the A/E.

5.7 The Owner will furnish, or direct the A/E to obtain, at the Owner's expense, a certified survey of the site including gradesand lines of streets, alleys, pavements, and adjoining property, rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours, locations and dimensions of existing buildings, improvements and trees, available service and utility lines and provide test borings and pits necessary for subsoil conditions. The A/E services in obtaining this data by others is included within the A/E Fee.

5.8 Owner shall pay for structural, chemical, mechanical, soil mechanics or other tests and reports, if required.

5.9 Owner shall arrange and pay for legal, auditing and insurance counseling as Owner may require.

5.10 Project Director shall provide written notice to A/E of any deficiencies or defects discovered by Owner with respect to the services to be rendered by the A/E; however, no action or failure to act by the Project Director or the Owner shall relieve A/E from any of its duties or obligations set forth in the Agreement.

5.11 If the Construction Cost Estimate or detailed cost estimates are in excess of stated limits, the Owner may give written approval of an increase in the limit or cooperate in revising the Project to reduce the Project Total Cost. These approvals are available only through the completion of Stage III – Project Design and Development: Phase I – Schematic Design.

ARTICLE 6
CONSTRUCTION COST

6.1 Definitions

6.1.1 The construction cost shall be the total estimated cost to the Owner for construction of all elements of the Project designed and specified by the A/E including labor and materials

furnished by Owner and any equipment designed, specified, selected or specially provided by the A/E (the "**Construction Cost**").

6.1.2 The Cost of Work shall include the Construction Costs, pre-construction services by CM, general conditions, the CM's reimbursable costs and bond costs. The Cost of Work shall not exceed the Owner's Construction Services Budget as set forth in Article 1.

6.1.3 Construction Cost and the Cost of Work do not include A/E compensation, amounts paid to the A/E's Consultants, land cost, right of way or any other Owner service costs.

6.2 Responsibility

6.2.1 The A/E shall assist the CM in evaluating the Owner's Total Project Budget and review the Construction Cost Estimates prepared by the CM. Neither the Owner nor the A/E has control over the cost of labor, materials, equipment, CM's method of determining bid prices, competitive bidding process, or market or negotiation conditions. The A/E does not warrant that bids or negotiated prices will not vary from the proposed Total Project Budget established or approved by the Owner, or estimates or cost evaluations provided by the CM.

6.2.2 No fixed limit of Construction Costs shall be established as a condition of this Agreement unless such fixed limit has been agreed upon by the Construction Team.

6.2.3 In the case of a fixed limit of Construction Costs being exceeded by the total of the figures from bona fide bids or negotiated proposals plus the CM's estimate of the other element costs, the Owner shall follow the requirements of Article 3.

ARTICLE 7
REIMBURSABLE EXPENSES

7.1 Reimbursable expenses are actual expenditures not incidental to the services described in Article 3 and not exceeding the limits of Section 112.061, *Florida Statutes*, made by the A/E in the interest of the Project. All reimbursable expenses require prior written authorization from the Owner. Owner shall not be responsible for the costs of reimbursable expenses incurred by A/E without Owner's express prior written approval. The following are considered legitimate reimbursable expenses and will be reimbursed by the Owner:

7.1.1 Transportation and living expenses of A/E employees when traveling in connection with services other than those defined in Article 3;

7.1.2 Reproduction of drawings and specifications excluding (1) copies for A/E use and sets required at each phase of the delivery process and (2) at termination of A/E or completion of the Project;

7.1.3 Premium portions of overtime, which are deemed reasonable by Owner, unless required by the A/E to maintain its own schedule;

7.1.4 Renderings or models for the Owner's sole use; and

ARTICLE 8
PAYMENTS TO THE A/E

8.1 The lump sum for the A/E Fee set forth in Article 2 of this Agreement shall be broken down into the stages and activities listed below and allocated per the percentages indicated below. The Owner shall make monthly payments for each stage or activity in proportion to the percentage of each stage or activity that is completed during the previous month:

Schematic Design	15%
Design and Development Phase	15%
Construction Documents Phase	35%
Issuance of Construction Authorization	5%
Construction Phase	30%
TOTAL	**100%**

8.2 Payments for Other Additional Services to the A/E as defined in Article 4 as a lump sum shall be paid in accordance with the written authorization.

8.3 Payments for Other Additional Services of the A/E as defined in Article 4 as a multiple of actual payroll costs and for reimbursable expenses as defined in Article 7, shall be made monthly upon presentation of a detailed invoice satisfactory to the Owner.

8.4 Payments Withheld

8.4.1 No deductions shall be made from the A/E's compensation on account of penalty, liquidated damages or other sums merely because payment is withheld from the CM, or because of changes in the construction cost other than those for which the A/E is held legally liable.

8.5 Request for Payment

8.5.1 A/E's request for payment must be presented on the Construction Services Form required by the Owner in the office of the Project Director no later than the 25th of each month. The A/E and the Project Director shall review the payment request, approve, as appropriate, and forward to the Owner by the first of the month following the month in which the A/E's request for payment was presented. Payment shall occur on the 10th of the month following the A/E's issuance of request for payment or the following business day should the 10th fall on a weekend or national holiday.

8.5.2 A/E's acceptance of final payment shall constitute a full waiver of any and all claims by it against Owner arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by A/E as unsettled at the time of the final payment. Neither the acceptance of A/E's services nor payment by Owner shall be deemed to be a waiver of any of Owner's rights against A/E.

8.5.3 The Owner and A/E waive Claims against each other for consequential, special and punitive damages arising out of or relating to this Agreement or the services provided by the A/E on the Project. The mutual waiver includes, but is not limited to: (1) damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the A/E for loss of business and reputation, and for loss of profit, except anticipated profit arising directly from the work.

8.5.4 Nothing in this Agreement is intended or shall be construed to require Owner to determine the adequacy, accuracy or sufficiency of the design, the Contract Documents or A/E's services, which are each A/E's responsibility. Owner's review, inspection, acceptance, or

payment for any of A/E's services shall not constitute acceptance of services that fail to conform to the requirements of this Agreement, unless Owner expressly accepts such non-conforming services in writing.

8.6 Project Suspension or Abandonment

8.6.1 If the Project is suspended or abandoned in whole or part for more than three (3) months due to no fault of the A/E, the A/E shall be paid for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, including reimbursable expenses due. When the Project is resumed, the Architect shall be compensated for any actual expenses incurred in the interruption and resumption of the A/E's services and the time schedules shall be equitably adjusted. The A/E's fees for the remaining services shall not be adjusted unless the Owner, in its sole discretion, makes such an adjustment.

ARTICLE 9
A/E RECORDS

9.1 A/E shall keep accurate and adequate records and supporting documentation which concern or reflect its services hereunder, including but not limited to all Contract Documents, the accounting records of the A/E, the A/E's direct personnel, Consultants, and reimbursable expenses. The records and documentation shall be retained by A/E in editable electronic format for a minimum of ten (10) years from the date of termination of this Agreement or the date the Project is completed, or such longer period of time as may be required by law or this Agreement, whichever is later. Owner, or any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all such records and documentation upon reasonable request and as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE 10
TERMINATION OF AGREEMENT

10.1 Termination for Cause

10.1.1 A/E 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 work under the Agreement within the time specified; or (2) failure to properly and timely perform the services to be provided hereunder or as directed by Owner; or (3) the bankruptcy or insolvency or a general assignment for the benefit of creditors by A/E or by any of A/E's principals, partners, officers or directors; or (4) failure to obey laws, ordinances, regulations or other codes of conduct, or (5) otherwise materially breaches this Agreement. Owner may terminate this Agreement in whole or in part by giving seven (7) days' written notice to A/E.

10.1.2 Notwithstanding anything herein to the contrary, the Owner may unilaterally terminate this Agreement for refusal by the A/E 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 the A/E, or its Consultants in conjunction with this Agreement.

10.2 Termination for Convenience

10.2.1 Upon not less than seven (7) days' written notice, the Owner may terminate A/E's services under this Agreement, in whole or in part, for Owner's convenience and without cause in accordance with this clause. Upon termination, the A/E shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by A/E that are directly attributable to the termination, but A/E shall not be entitled to any other or further recovery against Owner, including anticipated fees, profit on work not required to be performed, or attorneys' fees and costs. The Owner, in its sole and reasonable discretion and based upon the approved Project Schedule, shall determine the percentage of work completed.

10.2.2 Upon termination as set forth herein, A/E shall deliver to Owner all Project documents including all papers, plans, records, documents, auto CAD Files, drawings, calculations, models and other materials in A/E's possession or control arising out of or relating to this Agreement. All such documents submitted to the Owner at the time of termination may be used by the Owner for the purpose of completing the Project and other purposes set forth in this Agreement. The A/E shall retain the right to use the design documents created by A/E in any manner consistent with this Agreement, which does not hamper completion of the Project, if such use does not violate any law protecting confidential information.

10.3 A/E may terminate this Agreement upon not less than seven (7) days' written notice to Owner, which identifies the specific reason for termination, should the Owner fail to substantially perform in accordance with the terms of this Agreement through no fault of the A/E.

10.4 Owner and A/E may terminate this Agreement by mutual written agreement.

ARTICLE 11
OWNERSHIP AND USE OF DOCUMENTS
AND INTELLECTUAL PROPERTY

11.1 All records, documents, drawings, notes, tracings, plans, computer aided design (CAD) files, specifications, maps, models, presentations, evaluations, reports and other technical data, and schematics prepared or developed by or for A/E, or otherwise provided to Owner, pursuant to this Agreement shall be considered to be Contract Documents. To the extent they have any such rights, unless relinquished under this Article 11, A/E and its Consultants shall retain all common law, statutory and other reserved rights, including copyrights, in the Contract Documents.

11.2 A/E shall grant, and hereby does grant, Owner an unlimited, non-exclusive, worldwide, irrevocable, perpetual, fully-paid-up, license to reproduce, create derivatives of, distribute, perform, publish and otherwise use all Contract Documents in which A/E has or may have any rights: (1) as reasonably necessary for archival, safety, and disaster recovery purposes; (2) for submission or distribution, as Owner reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project: (3) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying, and otherwise using the Project; and (4) for the planning, design, construction, completion, reconstruction, repair, renovation, alteration, use, occupancy, and maintenance of other structures and projects.

11.3 A/E shall obtain from each of A/E's Consultants (which includes subconsultants, contractors, subcontractors, agents and representatives) either an assignment from the Consultant to Owner of all common law, statutory and other reserved rights, including copyrights and performance rights, in and to all Contract Documents in which the Consultant has or may have such rights, or an unlimited, worldwide, perpetual, irrevocable, fully-paid-up license running from A/E's Consultant to Owner, granting Owner the right to reproduce, create derivatives of, distribute, and use all Contract Documents in which A/E's Consultant has or may have any rights: (1) as reasonably

necessary for archival, safety, and disaster recovery purposes; (2) for submission or distribution, as Owner reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Agreement; (3) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying and otherwise using the Project; and (4) for the planning, design, construction, completion, reconstruction, repair, renovation, alteration, use, occupancy, and maintenance of other structures and projects.

11.4 A/E shall grant, and hereby does grant, Owner, an unlimited, worldwide, non-exclusive, irrevocable, perpetual, fully-paid-up license: (1) to design, commission, and create architectural works that are derivatives of or substantially similar to this Project or any architectural work portrayed in any version of any Contract Documents; and (2) to use, reproduce, make derivatives of, publish, perform, distribute copies of, and otherwise use any architectural or other works created, authored, or provided by A/E or A/E's Consultants pursuant to this Agreement, for marketing, promotional, advertising, ordinary business, and educational purposes, in any medium.

11.5 Owner acknowledges that, in granting the licenses herein, A/E and A/E's Consultants have not agreed to provide the following services to Owner for any future project for which Owner uses any license granted herein: Code Compliance (including, but not limited to, Building Code changes, statutory changes, SREF changes), Educational Program changes, Enhanced Hurricane Protection Area (EHPA) requirements, advanced energy efficiencies, permits, inspections, field reports, civil engineering for future site(s), Educational Specifications, schematic design or design development documents, signed and sealed permit drawings (including but not limited to those drawings submitted to SWFWMD and/or BO), submittal or shop drawing reviews, architect supplemental instructions (ASIs), responses to requests for information (RFIs), updates to project specifications, as-builts, LEED or Green Globes calculations or energy modeling, life cycle cost analysis, color selections, interior design, color boards for Owner approval, filings for governmental authorities (including, but not limited to Manatee County, City of Bradenton, City of Palmetto), landscape design, pre-construction meetings, jobsite meetings, special meetings, approvals of budget transfers, approvals of CM pay applications, and/or approval of any other project documents.

11.6 All licenses granted herein or pursuant to this Agreement are worldwide, perpetual and irrevocable and shall continue even in the event this Agreement is terminated for any reason. A/E consents to Owner's use of the Contract Documents to complete the Project following A/E's termination for any reason or to perform additions to or remodeling or renovations of the Project. In the event of any such termination, A/E hereby consents to any use of any and all Contract Documents by any replacement architects, contractors, engineers or other professionals retained by Owner provided, however, A/E shall not be liable for any of the design work performed by such replacement architects, engineers or other professionals and Owner agrees to indemnify and hold A/E harmless from any such liability related to design work performed by the replacement architect.

11.7 A/E, upon reasonable request by Owner, even if such request is made after termination or expiration of this Agreement for any reason, shall take all steps reasonably required by Owner to memorialize, perfect, substantiate, record, or evidence all licenses, assignments, and rights Owner has, is due, or may have under or pursuant to this Agreement, and shall do so at no additional charge to Owner.

11.8 A/E shall, upon reasonable request by Owner, even if such request is made after termination or expiration of this Agreement for any reason, or upon completion of the Project should no such request be made by Owner, provide to Owner: (1) reproducible copies of all Contract Documents; (2) written copies of all licenses and assignments obtained by A/E from A/E's Consultants pursuant to Section 11.3; and (3) a written license from A/E to Owner pursuant to Section 11.2. Wherever practical, all such copies of the Contract Documents shall be provided in both editable electronic form and in hard paper form. A/E shall not be responsible for inadvertent errors caused by the electronic transmission of Contract Documents unless it knew or reasonably should have known of

such errors and failed to promptly notify Owner in writing. In the event of any discrepancies between any such electronic copies and hard paper copies issued by A/E, the hard paper copy shall control.

11.9 Without limitation, Owner may assign, encumber, or sublicense any license granted herein or pursuant to this Agreement to a lender, a tenant of the Project, or a subsequent owner of any portion the Project. Owner shall be permitted to authorize contractors, engineers, subcontractors, sub-subcontractors, material or equipment suppliers, consultants, agents and architects to reproduce applicable portions of the Contract Documents as appropriate to and for use in connection with the completion of the Project or Owner's exercise of any right or license granted herein or pursuant to this Agreement.

11.10 A/E warrants to Owner that it has full right and authority to grant the licenses specified herein to Owner. A/E hereby represents and warrants that all Contract Documents, architectural works, or other works developed, authored, or provided to Owner pursuant to this Agreement shall be original work of A/E or A/E's Consultants, in the public domain, or developed, authored or provided pursuant to a valid, enforceable and appropriate license or assignment and shall not infringe any copyright, performance right, trademark, patent or other intellectual property right of any third party. To the fullest extent permitted by law, A/E shall indemnify, protect and hold harmless Owner and its agents, employees, officers and Board Members from and against all liabilities, damages, losses and costs, including reasonable attorneys' fees, arising out of, or resulting from, any claim by any third party asserting that any Contract Document, architectural work, or other work developed or authored by A/E or A/E's Consultants, or provided to Owner by A/E, pursuant to this Agreement infringes any intellectual property right, including copyright, of any person.

ARTICLE 12
INSURANCE

12.1 During the term of this Agreement or for such longer period as otherwise specified herein or required by applicable law, A/E shall provide, pay for, and maintain, with companies satisfactory to Owner, the types of insurance described herein. All insurance shall be from companies duly authorized to do business in the State of Florida.

12.2 Within ten (10) days from the execution of this Agreement, A/E shall deliver to Owner properly executed Certificates of Insurance and required additional insured endorsements in form acceptable to Owner evidencing the fact that A/E has acquired and put in place the insurance coverages and limits required hereunder. The Certificates of Insurance must identify the specific Project name, as well as the site location and address. A/E shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by Owner.

12.3 A/E shall notify Owner, in writing, within five (5) days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by A/E from its insurer. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, A/E shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

12.4 All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:

12.4.1 The term "The School Board of Manatee County, Florida" shall include the Manatee County Public Schools, the Manatee County School Board, a body corporate, the Manatee County School District and the Public School System and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members and

employees thereof in their official capacity, and/or while acting on behalf of the Manatee County School Board.

12.4.2 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, shall name the Indemnitees (as that term is defined within this Agreement) as additional insureds as to the operations of A/E under the Contract Documents pursuant to additional insured endorsements acceptable to Owner and shall contain a provision regarding severability of interests.

12.4.3 Companies issuing the insurance policies shall have no recourse against Owner for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of A/E.

12.4.4 All insurance coverages of A/E shall be primary to any insurance or self-insurance program carried by Owner applicable to this Project, and the "Other Insurance" provisions of any policies obtained by A/E shall not apply to any insurance or self-insurance program carried by Owner applicable to this Project.

12.4.5 All insurance policies shall be fully performable in Manatee County, Florida, and shall be construed in accordance with the laws of the State of Florida.

12.4.6 All insurance policies must expressly state that the insurance company will accept service of process in Manatee County, Florida, and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Manatee County, Florida.

12.5 The acceptance by Owner of any evidence of the insurance coverages and limits required in this Agreement, including any Certificate of Insurance, policy or additional insured endorsement, does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance comply with the requirements of this Agreement.

12.6 If any insurance provided pursuant to this Agreement expires prior to the completion of the services required hereunder or specified tail or completed operations period, renewal Certificates of Insurance and, if requested by Owner, certified, true copies of the renewal policies and applicable additional insured endorsements, shall be furnished to Owner thirty (30) days prior to the date of expiration.

12.7 Should at any time A/E not maintain the insurance coverages required in this Agreement, Owner may cancel the Agreement or, at its sole discretion, shall be authorized, but not required, to purchase such coverages and charge A/E for such coverages purchased. If A/E fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due A/E under this Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

12.8 To the extent damages are covered by property insurance, Owner and A/E waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. Owner or A/E, as appropriate, shall require similar waivers (in favor of the parties enumerated herein) from the contractors, consultants, agents and employees of any of them.

12.9 All insurance companies from whom A/E obtains the insurance policies required hereunder must meet the following minimum requirements:

12.9.1 The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.

12.9.2 The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of this Agreement.

12.9.3 The insurance company must be listed in the most current edition of Best's Key Rating Guide, have a rating classification of either "A" or "A+" and a financial size category rating of class IV or higher.

12.10 Unless otherwise stated herein, and before starting and until completion of all services required hereunder, A/E shall procure and maintain insurance of the types and to the limits set forth below. A/E shall also require each of its Consultants to procure and maintain, until the completion of that Consultant's services or for such longer period as otherwise specified herein or required by applicable law, insurance of the types and to the limits specified below unless such insurance requirement for the Consultant is expressly waived in writing by Owner. All self-insured retentions or deductibles will be A/E's sole responsibility.

12.11 Professional Liability Insurance

12.11.1 A/E shall maintain a professional liability policy, including errors and omission coverage, insuring A/E's liability arising out of the performance of professional services under this Agreement including for any negligent act, error, mistake or omission in rendering or failing to render professional services described in this Agreement whether committed or alleged to have been committed by the A/E or any person employed by the A/E or by others for whom the A/E is legally responsible. A/E shall continue the coverage amounts specified herein for a period of not less than five (5) consecutive years after Project Final Completion. No "sunset" limitation shall apply. The policy retroactive date will always be prior to the date services were first performed by A/E for Owner, and the retroactive date will not be moved forward during the term of the Agreement and for five (5) years thereafter.

12.11.2 The policy shall be issued to the A/E as the insured named therein, covering all services to be performed by the A/E on the Project. A/E waives its right of recovery against Owner as to any claims under this insurance. Any deductible or self-insured retention applicable to any claim shall be the sole responsibility of A/E. The insurance company shall waive its rights of subrogation against the Indemnitees.

12.11.3 Policy Amounts

12.11.3.1 For projects with a Total Project Budget of less than $5,000,000.00, and unless otherwise agreed to in writing between Owner and A/E, the A/E's policy shall provide coverage, for the acts and omissions of the A/E, 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.

12.11.3.2 For projects with a Total Project Budget of more than $5,000,000.00 but less than $15,000,000.00, and unless otherwise agreed to in writing between Owner and A/E, the A/E's policy shall provide coverage, for the acts and omissions of

the A/E, in the amount of $2,000,000.00 with an aggregate of $2,000,000.00. Said policy shall contain a maximum deductible or self-insured retention of $100,000.00.

12.11.3.3 For projects with a Total Project Budget of more than $15,000,000.00, and unless otherwise agreed to in writing between Owner and A/E, the A/E's policy shall provide coverage for the acts and omissions of the A/E in an amount as set by the schedule established by the Owner's Risk Management Department determined on a case-by-case basis using a scaled ratio according to the total value of the Project with a deductible or self-insured retention of no more than $100,000.00.

12.12 Commercial General Liability

12.12.1 A/E shall maintain a commercial general liability policy that is written on an "occurrence" basis. Coverage, as provided by 1986 (or later) ISO commercial general liability form, shall include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Personal Injury and Fire Legal Liability Coverages. If A/E provides any construction work, it must also include Products and Completed Operations Coverage, with the Completed Operations Coverage maintained for this Project for not less than five (5) years following Final Completion. Applicable deductibles or self-insured retention, not to exceed $25,000.00, shall be the sole responsibility of A/E. The insurance company shall waive its rights of subrogation against the Indemnitees. Limits of coverage shall not be less than the following for Bodily Injury, including Death, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	$3,000,000.00
Products - Completed Operations Aggregate	$2,000,000.00
Personal and Advertising Injury	$1,000,000.00
Each Occurrence	$1,000,000.00
Fire Damage (Any One Fire)	$50,000.00
Medical Expenses per Person	$5,000.00
Site Specific Project Aggregate Limits	same as above

12.13 Automobile Liability

12.13.1 A/E shall maintain an automobile liability policy as to ownership, maintenance and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury, including Death & Property Damage and Liability:	$1,000,000.00 Combined Single Limit Each Accident Limit Each Accident

The insurance company shall waive its rights of subrogation against the Indemnitees.

12.14 Worker's Compensation and Employer's Liability Insurance

12.14.1 A/E shall maintain worker's compensation and employer's liability insurance coverage during the terms of this Agreement for all employees engaged in the services performed under this Agreement, in accordance with the laws of the State of Florida. The insurance

company shall waive its rights of subrogation against the Indemnitees. The amount of such insurance shall not be less than:

Worker's Compensation:	Florida Statutory Requirements	
Employer's Liability:	$500,000.00	Limit Each Accident
	$500,000.00	Limit Disease Aggregate
	$500,000.00	Limit Disease Each Employee

12.15 Umbrella Liability Insurance or Excess Liability Insurance

12.15.1 A/E shall obtain an umbrella liability insurance or excess liability insurance policy for not less than $3,000,000.00 each occurrence and aggregate. Such coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit. The aggregate limits shall apply separately to this Project, and the specific Project aggregate limits shall be evidenced by the use of an endorsement approved by Owner. The insurance company shall waive its rights of subrogation against the Indemnitees.

ARTICLE 13
CLAIMS AND DISPUTES

13.1 Claims and Disputes

13.1.1 This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, without regard to its choice of law provisions.

13.1.2 The term "**Claim**" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

13.1.3 A/E shall provide notice of any Claim in writing to Owner within seven (7) calendar days after the first day of the event giving rise to such Claim or else A/E shall be deemed to have waived the Claim. Written supporting data shall be submitted to Owner within thirty (30) calendar days after the occurrence of the event, unless Owner grants additional time in writing, or else A/E shall be deemed to have waived the Claim.

13.1.4 A/E shall proceed diligently with its performance of services as directed by Owner, regardless of any pending Claim, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments of undisputed amounts due in accordance with this Agreement during the pendency of any Claim.

13.1.5 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. The negotiation shall be attended by representatives of A/E with full decision-making authority and by Owner representatives who would make the presentation of any settlement reached during negotiations to the School Board of Manatee County. Failing resolution, and prior to the commencement of any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by

representatives of A/E with full decision-making authority and by Owner representatives who would make the presentation of any settlement reached during mediation to the School Board of Manatee County. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Section 44.102, *Florida Statutes*.

13.2 Litigation

13.2.1 Any litigation between Owner A/E, whether arising out of any Claim, services provided by the A/E on the Project or arising out of the Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and A/E each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. The exclusive venue of any such litigation between Owner and A/E shall lie and be only in the appropriate State courts of the State of Florida's Twelfth Judicial Circuit in and for Manatee County, Florida. A/E consents and submits to the jurisdiction of any such court and agrees to accept service of process in any matter to be submitted to any such court.

13.2.2 In the event of any Claim or dispute arising out of the Agreement or the services provided by A/E on the Project, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees (including fees for determining the amount of fees due) at all levels, including at trial, on appeal, and in bankruptcy and post-judgment proceedings.

ARTICLE 14
INDEMNIFICATION

14.1 Indemnification

14.1.1 To the maximum extent permitted by applicable law, A/E shall indemnify and hold harmless The School Board of Manatee County, its agents, employees, officers and Board Members ("**Indemnitees**") from and against any and all liabilities, damages, losses, expenses and costs, including reasonable attorneys' fees and costs, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of A/E or anyone employed or utilized by A/E in the performance of this Agreement including A/E's Consultants. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described within this Agreement. A/E's indemnification obligations under this Agreement, including those specified herein, shall be deemed part of the Project Specifications and to fully comply with Section 725.08, *Florida Statutes*, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of this Agreement is determined not to comply with Section 725.08, *Florida Statutes*, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that A/E's indemnification obligations comply fully with Section 725.08, *Florida Statutes*, including any amendments, in all respects. A/E's indemnification obligations in this Agreement are in addition to and not in lieu of any common law indemnification to which any of the Indemnitees are entitled.

14.1.2 The duty of A/E to indemnify and hold harmless the Indemnitees includes the separate and independent duty to Indemnitees, which duty arises immediately upon receipt by A/E of the tender of any indemnity claim from an Indemnitee which under the written content of

the claimant's description of its claim reasonably appears to be within A/E's indemnification obligation. A/E's obligation to the Indemnitee(s) shall be at A/E's sole expense. A/E shall respond within fifteen (15) calendar days to the tender of any indemnity claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by A/E shall be by well qualified, adequately insured and experienced legal counsel acceptable to Owner. By proceeding to an indemnity claim, A/E shall not be deemed to have admitted to an obligation to provide indemnification and defense and A/E may provide a defense under a written reservation of rights.

ARTICLE 15
SPECIAL PROVISIONS

15.1 Successors and Assigns

15.1.1 The Owner and the A/E each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of the Agreement. Neither the Owner nor the A/E shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Any attempted assignment in violation of this prohibition is void.

15.2 Public Entity Crime Information Statement

15.2.1 By its execution of this Agreement, A/E acknowledges that it has been informed by Owner of the terms of Section 287.133(2)(a), *Florida Statutes*, which reads as follows:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

A/E must notify Owner within thirty (30) days after a conviction of a public entity crime applicable to A/E or to an affiliate of A/E.

15.3 Employment Eligibility Verification ("E-VERIFY")

15.3.1 Employment Eligibility Verification ("E-VERIFY"): By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system. E-Verify Number 69740.

15.4 Truth-In-Negotiation

15.4.1 In compliance with the Consultants' Competitive Negotiation Action, Section 287.055, *Florida Statutes*, by signing this Agreement, the A/E certifies that wage rates and other factual unit costs supporting the compensation to be paid under this Agreement are accurate, complete and current as of the date of this Agreement. It is further agreed that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which it is determined the contract prices was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

15.5 Compliance with Jessica Lundsford Act

15.5.1 The School District of Manatee County and State of Florida, requires all A/Es, CMs, contractors and subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless Owner for any claims made against Owner related to the failure to comply with Section 1012.465 and Section 1012.32, *Florida Statutes*. Information on JLA requirements and how to comply can be accessed at: https://www.manateeschools.net/Page/6689.

15.6 Sovereign Immunity

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

15.7 Public Records

15.7.1 Custodian of Public Records

IF THE A/E HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE A/E'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: PUBLIC RECORDS CUSTODIAN, 215 MANATEE AVENUE W., BRADENTON, FL 34205 (941) 708-8770, publicrecords@manateeschools.net.

15.7.2 The A/E must comply with public records law and specifically:

15.7.2.1 Keep and maintain public records required by Owner to perform the service.

15.7.2.2 Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that complies with Chapter 119, *Florida Statutes*, or as otherwise provided by law.

15.7.2.3 Ensure that public records in the A/E's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Owner.

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

15.8 Equal Employment Opportunity / Non-Discrimination

15.8.1 In performing all services to be provided hereunder, A/E shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. A/E shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: (1) employment, upgrading, demotion or transfer; (2) recruitment or recruitment advertising; (3) layoff or termination; (4) rates of pay or other forms of compensation; and (5) selection for training, including apprenticeship. A/E shall post in conspicuous places, available to all employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity/ Non-Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, or national origin.

15.8.2 Consistent with Section 287.134, *Florida Statutes*, A/E or its affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to Owner; may not submit a bid, proposal, or reply on a contract with Owner for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to Owner; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Owner; and may not transact business with Owner.

15.9 Prohibition Against Contingent Fees

15.9.1 The A/E warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the A/E to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the A/E any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Owner shall

have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Basic Services Compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

15.10 Conflict of Interest

15.10.1 A/E represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. A/E further represents that no persons having any such interest shall be employed to perform those services.

15.11 No Waiver

15.11.1 The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. Waiver by Owner of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Agreement. No approval, consent or waiver by Owner shall be effective unless it is in writing and then only to the extent specifically stated.

15.12 Severability

15.12.1 Should any provision of the Agreement be determined to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

15.13 Notices

15.13.1 All notices, consents, or approvals required or permitted to be given under the terms of the Agreement shall be in writing and shall be sent by: (1) FedEx or other nationally recognized overnight air courier service, postage prepaid, for next business day delivery, or (2) by email correspondence to the respective parties set forth below in this section, as applicable. Notice given in accordance with this Section shall be effective on the date of email transmission or upon the first business day after having been delivered to a nationally recognized overnight air courier service, such as FedEx, for "next business day" delivery in each case addressed to the respective party at the address for notice specified in this Section below.

15.13.2 Notices, consents or approvals required or permitted to be given to Owner shall be delivered to Owner at:

Project Director:
Director of Construction Services - School District of Manatee County
1 Matzke Way, Building 7

Bradenton, FL 34342
Attention: John Williams
Email: williams12j@manateeschools.net

15.13.3 Notices, consents or approvals required or permitted to be given to A/E shall be delivered to A/E at:

Sweet Sparkman Architects, Inc.
1819 Main Street, Suite 400
Sarasota, FL 34236
Attention: Todd Sweet, AIA, LEED AP
Email: tsweet@sweetsparkman.com

15.13.4 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

ARCHITECT/ENGINEER:

By: Michele Demperio
(Corporate Secretary Signature)

By: _____
(Corporate President Signature)

Michele Demperio

Todd M. Sweet
(Corporate President's Name)

As Witnessed:

Dina Berg

Sweet Sparkman Architects, Inc.
(Name of Corporation)

(Corporate Seal)

Sweet Sparkman Architects, Inc. CORPORATE SEAL 2002 FLORIDA

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As To Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Approved As To Form and Legality: _____, General Counsel

Superintendent of Schools _____

School Board Chairman: _____

Witness: _____

EXHIBIT A

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director:	William Horton/John Williams
SBMC Project Assistant:	Tina Lundy
Architect:	Sweet Sparkman Architects, Inc. Todd Sweet, AIA, LEED AP
Civil Engineers:	ZNS Engineering Nathan Kragt, P.E.
Structural Engineer:	Hees & Associates, Inc. Karl Hees, P.E., S.E., S.I.
Mechanical Engineer:	Engineering Matrix Carrie Anne Tyson, P.E.
Electrical Engineer:	Engineering Matrix Carrie Anne Tyson, P.E.
Construction Manager:	Creative Contractors, Inc. Van Mitchell
SBMC Instructional Member:	Laura Campbell, Principal
SAC Member:	To Be Determined

EXHIBIT B

PERIODIC SITE VISITS

The A/E shall make a minimum of 48 site visits, including in coordinating with A/E Consultants and the CM as necessary, to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the Construction Documents

DISCIPLINE	NUMBER OF VISITS (minimum)
A/E	48 per project
Structural Engineer	12 per project
MEP	24 per project
Civil Engineer	12 per project
Landscape Architect	2 per project

EXHIBIT C

2.2.2.1 A/E
Sweet Sparkman Architects, Inc., 1819 Main Street, Suite 400, Sarasota, FL 34236

Classification	Title	Hourly Rate
Principals	President	$210.00
	Vice President	$200.00
	Other Principals	$185.00
	Associate Architect	$165.00
	Senior Project Architect	$155.00
Supervisory	Architects	$145.00
	Project Manager	$165.00
Intern Architect	Intern Architect	$95.00
Interiors	Interior Designer	$155.00
Technical Staff	Technician I	$95.00
	Technician II	$90.00
	Historic Preservation Specialist	$120.00
	Clerical	$80.00
	Expert Testimony	$250.00

2.2.2.2 Civil Engineer
ZNS Engineering, LC, 201 5th Ave. Dr. E., Bradenton, FL 34208

Classification	Hourly Rate
Principal Engineer/P.E. Project Manager/P.E.	$305.00 $305.00
Project Engineer III/Project Manager III Project Engineer II/Project Manager II Project Engineer I/Project Manager I	N/A $225.00 $250.00
Technician, Designer or Field Representative Designer/Technician/Const. Observ. III Designer/Technician/Const. Observ. II Designer/Technician/Const. Observ. I	$195.00 N/A $195.00 $200.00
Draftsman/Illustrator III Draftsman/Illustrator II Draftsman/Illustrator I	$170.00 $185.00 $195.00
Administrative/Clerical	$85.00

2.2.2.3 Structural Engineer
Hees & Associates, Inc., 1381 5th Street, Sarasota, Florida 34236

President	$190.00
Senior Principal	N/A
Principal	N/A
Senior Project Manager	$135.00
Project Manager	N/A
Senior Design Engineer	$110.00
Design Engineer	$105.00
Senior CADD Operator	$100.00
CADD Operator	N/A
Senior Field Representative	N/A
Field Representative	$85.00
Clerical	$55.00

2.2.2.4 Mechanical, Electrical & Plumbing Engineer:
Engineering Matrix, Inc., 2860 Scherer Drive, St. Petersburg, FL 33716

Principal Engineer	$205.00
Senior / Registered Engineer	$125.00
Engineer	$95.00
Senior Designer	$80.00
Construction Coordinator	$75.00
Designer	$70.00
Draftsperson	$65.00
Administrative Assistant	$50.00

2.2.2.5 Landscape Architect:
ZNS Engineering, LC, 201 5th Ave. Dr. E., Bradenton, FL 34208

Principal	$240.00
Associate	$225.00
Draftsman	$195.00
Secretarial	$85.00

2.2.2.6 Survey Services
ZNS Engineering, LC, 201 5th Ave. Dr. E., Bradenton, FL 34208

Professional Land Surveyor	$240.00
Draftsman/Illustrator III	$170.00
Draftsman/Illustrator II	$185.00
Draftsman/Illustrator I	$195.00
Survey Crew (One Man Crew) W/ GPS/Robotic Eqp	$145.00
Survey Crew (Two Man Crew) W/ GPS/Robotic Eqp	$165.00
Survey Crew (Three Man Crew) W/ GPS/Robotic Eqp	$185.00

2.2.2.6 Other:

EXHIBIT D

A. Add to Project Description

The Project scope of work includes but is not limited to, a campus-wide renovation. Included in this project are required site improvements, improve traffic queuing, roof replacement, cabinetry and millwork as needed, doors and windows, painting, acoustical tile, flooring (VCT and carpet), building signage, plumbing, new mechanical system, upgrade to LED lighting throughout the campus, security upgrades to include fencing and Administration/Reception Areas and removal of portables.

AGENDA ITEM NO. 10.27

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Tara Elementary School - Renovations - Agreement Between Owner and Creative Contractors, Inc. Preconstruction Services, in the Amount of $74,206.00

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and Creative Contractors, Inc. This agreement authorizes the pre-construction services required to assist in the design, budget, and scheduling with the Project Team for the renovations at Tara Elementary School. The Project scope of work will include but is not limited to a campus-wide renovation. Included in this project are required site improvements, improved traffic queuing, roof replacement, cabinetry, and millwork as needed, doors and windows, painting, acoustical tile, flooring (VCT and carpet), building signage, plumbing, new mechanical system, upgrade to LED lighting throughout the campus, security upgrades to include fencing and Administration/Reception Areas and removal of portables.

Tara Elementary School Renovations Summary Sheet is attached for reference.

This project was included in the Educational Plant Survey.

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
Superintendent recommends approval of Tara Elementary School - Renovations - Agreement between Owner and Creative Contractors, Inc. Preconstruction Services, in the amount of $74,206.00.

Financial Impact
The construction management fee for preconstruction services is not to exceed $74,206.00 and is included in the total project budget requirement of $26,174,982.00. A Guaranteed Maximum Price Proposal will be completed after the construction documents are developed**. This project is funded by Capital Outlay Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Tara Elementary Renovations Summary Sheet
Tara ES Renovations CM Precon Agreement

Tara Elementary School - Renovations

PROJECT DIRECTOR: John Williams

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

PROJECT BUDGET: $ 26,174,982.00 (07/26/22) Original Project Budget

HISTORY: Tara Elementary was built in 1992 with 737 permanent student stations and currently has an additional 144 relocatable student stations. A technology retrofit project was completed in 1996, improvements were made to the school's drop off lane in 2007 and chiller replacement in 2009. This project was initiated due to numerous flooding incidents and repeated repairs by Maintenance & Operations.

SCOPE: The Project scope of work includes but is not limited to, a campus-wide renovation. Included in this project are required site improvements, improve traffic queuing, roof replacement, cabinetry and millwork as needed, doors and windows, painting, acoustical tile, flooring (VCT and carpet), building signage, plumbing, new mechanical system, upgrade to LED lighting throughout the campus, security upgrades to include fencing and Administration/Reception Areas and removal of portables.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Yes

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
Agreement:	$ 1,966,079.00	July 26, 2022	Pending	Architectural/Engineering Services
TOTAL	$ 1,966,079.00			
CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
Agreement:	$ 74,206.00	July 26, 2022	Pending	Preconstruction Services
TOTAL	$ 74,206.00			
BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
	-			
TOTAL	-			
OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
	-			
TOTAL	-			

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

SBMC CONTRACT NO: _____

PROJECT NAME AND LOCATION: **Tara Elementary School Renovations**
6950 Linger Lodge Road
Manatee County, Florida

PROJECT DESCRIPTION AND SCOPE OF WORK: The Project scope of work includes but is not limited to, a campus-wide renovation. Included in this project are required site improvements, improve traffic queuing, roof replacement, cabinetry and millwork as needed, doors and windows, painting, acoustical tile, flooring (VCT and carpet), building signage, plumbing, new mechanical system, upgrade to LED lighting throughout the campus, security upgrades to include fencing and Administration/Reception Areas and removal of portables. (hereinafter, the "**Scope of Work**"). Exhibits A through F, further defining the Scope of Work, are attached hereto and incorporated herein by reference.

TOTAL PROJECT BUDGET: The Total Project Budget is **$26,174,982.00** and is comprised of the following:

1. Design Services	$ 1,966,079.00
2. Construction Services	$ 21,201,735.00
3. Owner Services	$ 1,945,008.00
4. FF&E and Technology	$ 1,062,160.00
TOTAL PROJECT BUDGET:	$ 26,174,982.00

ANTICIPATED NOTICE TO PROCEED: July 27, 2022 (estimated)

SUBSTANTIAL COMPLETION: August 2024 (estimated

FINAL COMPLETION: September 2024 (estimated

ARCHITECT/ENGINEER ("**A/E**"): Sweet Sparkman Architects, Inc.
1819 Main Street, Suite 400
Sarasota, FL 34236
Office: 941-952-0084
Fax: N/A
Email: tsweet@sweetsparkman.com

CONSTRUCTION MANAGER ("**CM**"): Creative Contractors, Inc.
802 62nd Street Circle East #103
Bradenton, FL, 34208
Office: 727-794-5522
Fax: 727-447-4808
Email: vmitchell@creativecontractors.com

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT is made this 27th day of July in the year 2022 by and between the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA ("**Owner**") and the **Creative Contractors, Inc., 802 62nd Street Circle East #103, Bradenton, FL, 34208, Federal Tax ID Number #59-1561132, General Contractor License Number 060364** ("**Construction Manager**" or "**CM**"), for CM to perform all work in connection with the management and construction of **renovations** (the "**Work**"), located at **Tara Elementary School** (the "**Project**"), said Work being set forth in the plans and specifications prepared by **Sweet Sparkman Architects, Inc.,** the Architect and/or Engineer of Record ("**A/E**"), and all other Contract Documents hereafter specified. The Owner and the CM, for the consideration set forth herein, agree as set forth below:

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

1.1 Relationship of Parties

1.1.1 The Construction Team

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

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

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

1.1.2 The CM

1.1.2.1 The CM accepts the relationship of trust and confidence established by this Agreement. CM agrees to cooperate with A/E; to utilize CM's best skill, efforts and judgment in furthering the interest of Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of Owner.

1.1.2.2 CM acknowledges that: (1) it has represented to Owner that it has specific expertise in the planning, management and construction of school facilities, and (2) that such representation is a material inducement to Owner to enter into the Agreement.

1.1.2.3 CM shall be acting as an independent contractor at all times during the performance of the Work and no provision in the Agreement shall create an employment or agent relationship between the parties.

1.1.2.4 CM represents and warrants that it is authorized to do business in Florida where the Project is located and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project and that it is familiar with the local and special conditions under which the Work is to be performed and has, or prior to the submission of the GMP Proposal will have, correlated onsite observations with the requirements of the Contract Documents.

1.1.2.5 Notwithstanding anything to the contrary in the Contract Documents, CM is fully responsible to Owner for all duties of CM under the Contract Documents, including the construction means, methods, techniques, sequences and procedures in performing the Work, for initiating, maintaining and

supervising all safety precautions and programs in connection with the performance of the Agreement despite CM's delegation of the responsibility therefor to any of its subcontractors.

1.1.2.6 In no event shall Owner be deemed to have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted Owner in the Contract Documents.

1.2 Extent of Agreement

1.2.1 This Agreement is complementary to the drawings, specifications, conditions of the contract (General, Supplementary and other Conditions, if applicable), recordings of presentations and interviews, and, together with them, comprises the full and entire agreement between the Owner and the CM and supersedes all prior negotiations, representations or agreements.

1.2.2 No modification or amendment to the Agreement shall be valid or binding upon the Owner and the CM unless in writing and executed by the Owner and CM.

1.2.3 The headings contained within this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such articles, sections, paragraphs, schedules, exhibits and/or attachments hereto.

1.2.4 The Owner and CM acknowledge they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party, regardless of who is responsible for its preparation. The remedies granted to Owner in the Agreement are cumulative and not in limitation of any other rights and remedies of Owner at law or in equity.

1.2.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

1.2.6 All representations and covenants of the parties shall survive the expiration of the Agreement. All of the CM's representations, indemnifications, warranties, and guarantees made in or required by the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion, and acceptance of CM's Work or termination or completion of the Agreement or termination of the Work of CM.

1.2.7 This Agreement shall not be recorded.

1.2.8 Where necessary to the context hereof, the singular shall include the plural and the plural shall include the singular and any one gender may include any other gender.

1.3 Definitions

1.3.1 "**Owner**" means The School Board of Manatee County, Florida, as represented by the Department of Construction Services and its Project Director.

1.3.2 "**Project Director**" means the person designated by the Owner's Director of Construction Services to provide direct interface with the A/E and the CM regarding Owner's interests and responsibilities. The Project Director shall have authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to the Work.

1.3.3 "**Subcontractor**" means any person or entity that is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with the CM. The CM shall be solely responsible for and have control over the Subcontractors. CM shall negotiate all Change Orders and Request for Proposals with all affected Subcontractors and shall review the costs of those proposals and advise Owner and A/E of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of each Change Order or Amendment from Owner.

1.3.4 "**Owner Construction Services Budget**" is comprised of Owner's funds that are budgeted, requested and available for the construction of the Project and is **$21,201,735.00**, including the CM Fee and Cost of Work as further identified below:

Construction Costs	$ TBD
General Conditions	$ TBD
Overhead and Profit (CM Fee)	$ TBD
Preconstruction	$ 74,206.00
Unforeseen Conditions	$ TBD
Bond	$ TBD
TOTAL	$ 74,206.00

1.3.5 "**Contract Amount**" shall mean the following amounts that Owner agrees to pay, or cause to be paid, to the CM for the full and faithful performance by CM of the covenants set forth in this Agreement in accordance with the terms of the Agreement:

1.3.5.1 Preconstruction Phase Services

(a) For all Preconstruction Phase Services provided in Stages I – III, as defined herein, CM shall receive the amount identified in Section 6.3.1.11 below ("**Preconstruction Costs**").

(b) The Preconstruction Costs will be invoiced monthly by CM in accordance with Section 6.3.1.11 below.

1.3.5.2 Construction Phase Services

(a) With respect to the Construction Phase Services to be provided by CM in Stage IV, as herein defined, Owner shall reimburse CM for the Cost of Work (as that term is defined hereafter), and pay CM a fixed Construction Management Fee of $**TBD** based on the Cost of Work, excluding stored materials, Reimbursable Costs, retainage, and costs for insurance and bonds, established at the time the GMP is set by the parties (the "**CM Fee**"). The CM Fee shall be the CM's total compensation for all overhead not reimbursable as the Cost of Work, as defined herein, as well as the CM's total profit for Construction Phase Services.

1.3.6 "**Contract Documents**" consist of this Agreement, the Exhibits described herein, and any executed and issued addenda, Change Orders, and amendments signed by Owner. The term "Contract Documents" shall also include all plans and specifications for the construction of the Project ("**Construction Documents**") prepared by the A/E including any revisions, but only after the Construction Documents have been completed by A/E and approved in writing by Owner. Upon Owner's acceptance of CM's GMP Proposal, the Contract Documents will also include the GMP Amendment.

1.3.6.1 Interpretations of conflicts will be based upon the following Contract Documents, which are set forth and ranked in order of precedence:

(a) Duly executed amendments and Change Orders with those of a later date having precedence over those of an earlier date;

(b) The Agreement, not including the Exhibits;

(c) Exhibits to the Agreement; and

(d) All other Contract Documents.

1.3.7 "**Substantial Completion**" means that: (1) the Project is sufficiently completed in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portions thereof for the use for which it is intended as expressed in the Contract Documents; (2) a Certificate of Substantial Completion has been executed and issued by the A/E and CM; and (3) a Certificate of Occupancy has been issued by the permitting authority.

1.3.8 "**Final Completion**" means that all of the following events have occurred: (1) a Certificate of Substantial Completion has been executed and issued by the A/E and CM; (2) within the time provided for in the Agreement, the CM has completed all of the punch list items and corrected all of the deficiencies, and the closeout items enumerated in **Exhibit C** have been completed; (3) a Certificate of Occupancy has been issued for the Project; and (4) the Owner has taken possession of the Project.

1.3.9 "**Contract Time**" shall be established through the GMP Amendment to the Agreement and is defined as the period of time beginning with the commencement of the Construction Work through the date required for Substantial Completion and Final Completion of the Work.

1.3.10 "**Total Project Budget**" means the total cost of the Project including design services, construction services, Owner services (including FF&E and Technology) and all fees and other costs necessary to design, develop and construct the Project.

ARTICLE 2
CM SERVICES

2.1 The CM agrees to provide construction management services while operating within a modified Construction Management at Risk delivery process for the Project as set forth within this Agreement. The modified Construction Management at Risk delivery process includes:

2.1.1 Stage I – District Project Planning

2.1.1.1 The CM agrees to the Project Description and Scope of Work, the Construction Services Budget, the Substantial Completion date and the Project Schedule as set forth herein. The CM further agrees that the site is appropriate and that the Construction Services Budget is adequate for performance of the Work. The CM agrees that the level of quality of the Project is defined through the School District of Manatee County Planning Manual for Schools & Ancillary Spaces (the "**Planning Manual**") and other requirements set forth in the Contract Documents.

2.1.2 Stage II – Project Budget Endorsement

2.1.2.1 The first ranked A/E and CM shall:

(a) Review the Owner's Project Scope, budget, schedule and quality; and

(b) Provide a Letter of Commitment and School Board presentation publicly, if requested, endorsing the Project Scope, budget, schedule and quality as adequate and

appropriate.

2.1.2.2 Project Schedule

(a) The CM shall prepare and submit a preliminary Project Schedule for Owner and A/E review and acceptance, which indicates all relevant activities during Stages II, III and IV of the delivery process.

(b) The Project Schedule will serve as the framework for the development of all future detailed schedules and shall be produced and updated monthly throughout the Project.

(c) The Project Schedule shall indicate proposed activities, dependencies, durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of shop drawings, use of samples, and delivery of materials or equipment requiring long-lead time procurement.

(d) The Project Schedule shall also coordinate the CM services, the A/E services and the Owner responsibilities.

(e) If preliminary Project dates provided in the Project Schedule, which have been previously approved, are later found to be inaccurate, the CM will make appropriate recommendations to Owner's Project Director and A/E.

2.1.2.3 CM shall familiarize itself thoroughly with the evolving plans and specifications and shall follow the development of design from Schematic Design through Construction Documents Phase. The CM is not responsible for ascertaining that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, or other regulations. However, if CM discovers a conflict, error or discrepancy in the Contract Documents, including during performance of the Work, CM shall report same to A/E and Owner in writing within five (5) days of discovering same, and before proceeding with the Work affected, shall obtain a written interpretation or clarification from A/E.

2.1.2.4 Construction Cost Estimate

(a) CM shall prepare, for Owner and A/E review and approval, a detailed estimate of Construction Costs ("**Construction Cost Estimate**"), which shows the various elements of the Project and costs for construction of same.

(b) The CM shall update and issue the Construction Cost Estimate at the completion of each Phase of Stage III services, including the submission of the GMP Proposal, as follows:

(1) Phase I Schematic Design – more detail with supporting data

(2) Phase II Design Development – systems selected

(3) Phase III Construction Documents:

i. 50% Drawings – only final details missing and establishment of preliminary GMP

ii. 100% Drawings – issuance of final GMP Proposal

(c) CM acknowledges that an accurate Construction Cost Estimate is critical to Owner's ability to establish and verify its Total Project Budget and, therefore, CM shall work closely with A/E and use its best skill and judgment as a contractor familiar with the construction industry in the locality of the Project in preparing its Construction Cost Estimate.

(d) If Construction Costs and/or any estimate exceed previously approved estimates or the Owner's Construction Services Budget, the CM shall make appropriate recommendations to the Owner and A/E for corrective action and propose value engineering and/or alternates for Owner and A/E consideration.

(e) The Construction Cost Estimate shall be reviewed with the Owner's Project Director and the A/E. Any recommendations and advice by the CM concerning design alternatives or value engineering shall be subject to the approval of the Owner's Project Director and the A/E.

2.1.2.5 Stage III – Project Design and Development

(a) At the completion of Stage III: Phase I – Schematic Design, the CM shall:

(1) Provide a second Letter of Commitment and School Board presentation publicly, if requested, stating that the Schematic Design is in conformance with the Project Scope of Work and that the Owner's:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, have its services terminated in accordance with Article 13. If the Agreement is terminated, Phase I documents become the property of the Owner, which may be used or changed by the Owner, solely for the purpose of completing the Project.

(b) At the completion of Stage III: Phase II – Design Development, the CM shall:

(1) Provide a third Letter of Commitment and School Board presentation publicly stating that with professional assistance and appropriate use of value engineering, the Design Development is in conformance with the Project Scope of Work and that the:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, provide evidence prohibiting the commitment.

(c) The CM shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and A/E a list of possible subcontractors and suppliers that may

furnish material or equipment for each principal portion of the Work. The Owner and A/E will reply in writing to the CM if there are any objections to a subcontractor or supplier.

(d) Advertising, Bidding and Awarding of Contracts shall be completed per State Requirements for Educational Facilities (SREF), Section 4.2(2).

(e) At 100% completion of Stage III: Phase III – Construction Documents, the CM shall either:

(1) Provide a detailed GMP less than or equal to the Construction Services Budget; and mobilize construction personnel and proceed with Stage IV – Project Construction; or

(2) Provide a detailed GMP greater than the Construction Services Budget after which the Owner shall grant the CM thirty (30) calendar days from 100% completion of Stage III to return with a GMP less than or equal to the Construction Services Budget.

(f) If the CM returns after thirty (30) calendar days with a GMP that exceeds the Construction Services Budget, at the recommendation of the Superintendent of the School District of Manatee County, the Owner may:

(1) Modify the Construction Services Budget thereby increasing the Total Project Budget without additional cost to the Owner including for A/E fees; or

(2) Terminate the CM Agreement allowing the next ranked construction management firm to provide a GMP within the Construction Services Budget and begin construction. If the CM Agreement is terminated under this section, CM's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination together with any retainage withheld and reasonable termination expenses incurred, but CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

2.1.2.6 Guaranteed Maximum Price (GMP) Proposal

(a) When the Owner determines that the drawings and specifications are 100% complete, the CM shall provide a GMP Proposal.

(b) The GMP Proposal shall include the CM Fee and represent the sum total of all costs associated with completing the Work. The GMP Proposal shall also include an itemized statement of CM's General Conditions expenses for the Project, which, once agreed to by Owner shall be specifically included within the GMP Amendment. The CM's General Conditions expenses are to be paid as the Work progresses with each Application for Payment based on percentage of completion of Work. The itemized statements shall be in form and substance and with such detail as may be required by Owner. General Conditions expenses shall each be line items in the Schedule of Values to be included within the GMP Amendment.

(c) The GMP Proposal shall also include a proposed Construction Schedule, as defined herein, which, once approved, shall be attached to the GMP Amendment.

(d) If the Owner determines the drawings and specifications are not 100% complete and a GMP is required to maintain the Project Schedule, the CM shall provide line items within the GMP Proposal for further development of drawings and specifications by the A/E, which shall not include changes in scope, systems, materials or equipment.

(e) The GMP Proposal shall include a written statement thoroughly explaining the foundation on which the GMP is based including, but not limited to the following:

(1) A complete list of all drawings and specifications used to prepare the GMP;

(2) All addenda and changes in conditions of the Agreement used to prepare the GMP;

(3) A complete list of Owner provided allowances and a statement explaining the CM's understanding of their use;

(4) The proposed date of an Owner-approved Substantial Completion; and

(5) A detailed list of assumptions, exclusions, allowances and clarifications that were made in preparing the GMP.

(f) The CM shall meet with the Project Director and A/E to review the contents of GMP Proposal. The Owner and A/E shall identify, in writing, all discrepancies in the GMP Proposal and provide same to CM. After receiving the list of discrepancies, the CM shall make the appropriate adjustments to the GMP Proposal for submission to the Owner and the A/E.

(g) The CM shall not incur any reimbursable Construction Costs, as outlined in Article 6, prior to the Owner's acceptance of the CM's GMP Proposal and issuance of a Notice to Proceed.

(h) Upon the Owner's acceptance of the GMP Proposal, the GMP will become an Amendment to the Agreement ("**GMP Amendment**") and establish the Agreement's GMP, Contract Time, and liquidated damages for incorporated phases of work.

(i) The GMP shall include only those taxes enacted at the time the GMP is established.

(j) If the GMP exceeds the Owner's Construction Services Budget, the terms of Sections 2.1.2.5(e)(2) and 2.1.2.5(f) shall apply.

2.1.2.7 Bonds

(a) Within ten (10) business days after the GMP is approved by Owner and CM and before any portion of the Construction Work to be covered by such bonds is commenced, CM shall provide Owner with a Performance Bond and a Payment Bond (together, the "**Bonds**"), in the form prescribed by AIA A312-2017 forms or those forms provided within Section 255.05, *Florida Statutes*, in the amount of one hundred percent (100%) of the total sum of the GMP, the costs of which are to be paid by CM. The Bonds must comply with the following provisions and must be otherwise acceptable to Owner:

(1) The Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(2) The Bonds must be fully performable in Florida, with service and venue in Manatee County, Florida.

(b) In accordance with the requirements of Section 255.05(1)(a), *Florida Statutes*, CM shall record in the Public Records of Manatee County, Florida, a copy of the Bonds. CM shall deliver to Owner certified copies of the recorded Bonds within ten (10) days of recording of the Bonds but, in any event, before commencing the Work. The proper recording and delivery of such Bonds are conditions precedent to Owner's obligation to make any progress payments to CM hereunder.

2.1.3 Stage IV – Project Construction and Warranty

2.1.3.1 The construction phase shall commence on the earlier of the following:

(a) The Owner's acceptance of the CM GMP Proposal and issuance of the Notice to Proceed, or

(b) The Owner's authorization to the CM to:

(1) Award a subcontract;

(2) Undertake the Work with CM forces; or

(3) Issue a Purchase Order for materials or equipment required for the Work.

2.1.3.2 Construction Schedule

(a) Within thirty calendar (30) days after the receipt of the Notice to Proceed, the CM shall prepare a Construction Schedule and submit the schedule to the A/E and Project Director for approval. The Construction Schedule shall graphically depict the sequence and duration of all activities required to satisfactorily finish the Project. The Construction Schedule shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions.

(b) Following development and approval of the Construction Schedule, CM shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule which shall be submitted to Owner and A/E.

(c) The Project Schedule and the Construction Schedule shall be planned and recorded with a Critical Path Method ("**CPM**") schedule. If requested by Owner or A/E, CM shall furnish any information needed to justify the reasonableness of activity duration. Such information shall include estimated activity manpower, anticipated quantities, and production rates.

(d) If the Construction Schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, Owner may require the CM to submit information or documentation including an updated schedule to describe the CM's plan to complete the remaining Work by the required milestone date.

2.1.3.3 Bidding and Subcontracts

(a) Unless authorized by Owner, all work shall be performed under subcontracts held by the CM. The CM shall not bid any of the subcontractor work or perform such work with its own forces without prior written consent of the Project Director.

(b) The CM shall develop procedures that are acceptable to the Project Director and the A/E for pre-qualification of subcontractors and material suppliers, develop subcontractor interest in the Project and conduct pre-bid conferences with interested bidders to review the bid package documents and Project Schedule approved by the Construction Team.

(c) The CM shall obtain bids from subcontractors and open such bids in the presence of the Construction Team, specifically the Project Director and A/E. The Construction Team will then analyze the bids and deliver such bids to the Project Director and A/E.

(d) The Project Director will determine, with the advice of the CM and subject to the reasonable objection of the A/E, which bids will be accepted and indicate his or her acceptance by signing the bid tabulation form for each work scope.

(e) The CM shall not be required to contract with any firm with whom the Owner has a reasonable objection. The CM shall provide the Owner with the scope sheet(s) indicating the apparent responsive and responsible subcontractor bids.

(f) Equal Employment Opportunity / Non-Discrimination: In performing all services to be provided hereunder, CM shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CM shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. CM shall post in conspicuous places, available to all employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity Non-Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex or national origin.

2.1.3.4 CM Construction Services

(a) Prior to the commencement of Work, CM may attend a preconstruction conference with Owner and A/E and others, as appropriate for the particular needs of the Project, to discuss the Project Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, CM shall attend any and all meetings convened by Owner or A/E with respect to the Project,

when directed to do so by Owner or A/E. CM shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by Owner or A/E.

(b) The CM shall manage, schedule and coordinate the work, including the work of subcontractors and coordinate the work with the activities and responsibilities of the Project Director, A/E and CM in order to complete the Project in accordance with the Owner's objectives of scope, budget, schedule and quality.

(c) The CM shall provide for all job-site facilities necessary to enable the CM, the Project Director, Building Official and the A/E to perform their respective duties.

(d) Supervision and Contractor Representative

i. CM is responsible for supervising, coordinating and performing the Work with such care and skill as would be provided by a contractor with extensive and special expertise in the type of work required under the Contract Documents. CM is responsible for completing the Work so that it complies accurately and completely with the requirements of the Contract Documents.

ii. The CM shall maintain exclusively for this Project sufficient off-site support staff and competent full-time staff at the Project site authorized to act on behalf of CM to coordinate, inspect, provide general direction and direct the Work and progress of the subcontractors. The CM's on-site management and supervisory personnel shall be consistent with the interview presentation and shall not be removed or replaced without the Project Director's consent. The CM's Project Manager, as defined herein, shall have authority to act on behalf of CM. All communications given to the CM Project Manager shall be as binding as if given to CM. The Owner's Project Director shall have the right to direct the CM to remove any on-site personnel whose performance is unsatisfactory to the Owner. In such event, the CM shall promptly replace such personnel without additional compensation for that replacement.

iii. The CM, in conjunction with the Project Director, shall establish on-site organization and lines of authority to implement the overall plans of the Construction Team.

iv. CM shall establish and maintain lines of authority for its personnel, and shall provide this information to Owner and all other affected parties, such as the code inspectors of any permitting authority, the subcontractors, and A/E. Owner and A/E may attend meetings between CM and its subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of CM to administer the subcontracts.

v. CM shall be responsible to Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to CM.

vi. CM shall develop and maintain a program, acceptable to Owner and A/E, to assure quality control of the Work. CM shall supervise the Work of all subcontractors, providing instructions to each when their portion of the Work does not conform to the requirements of the Contract Documents and CM shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work.

vii. Should a disagreement occur between CM and A/E over the acceptability of the Work, Owner, in its sole discretion, shall have the right to determine the acceptability.

(e) CM shall provide the following job site administration functions during construction to assure proper documentation, including the following:

(1) Job Meetings: CM shall arrange and conduct regular Project status meetings with the Construction Team. CM shall prepare written minutes of job meetings described in this section and deliver copies of such written minutes to Owner and the A/E within five (5) days of each meeting.

(2) PMIS Reports: The CM shall provide a Project Management Information Summary (PMIS) monthly report describing the current cost and payment status of the entire Project. These PMIS reports shall indicate all current encumbrances on and expenditures of the GMP budget. Components of the PMIS are set forth in **Exhibit E**.

(3) Daily Job Logs: The CM shall record the progress of the Work and prepare a daily job log containing a record of weather and CM employees and subcontractors on site including number of workers and work accomplished. The log shall be maintained at the Project site or electronically and made available to the A/E and the Project Director at all times.

(4) Logs for RFIs, Submittals/Shop Drawings, Etc.: The CM shall maintain a log of Requests for Information (RFIs), submittals and shop drawings, status of the Unforeseen Conditions Fund, potential cost items, and Architect's Supplemental Instructions (ASIs) to be reviewed at each Construction Team meeting who shall act on the disposition of these items. CM shall review and approve shop drawings and other submittals and implement procedures for transmittal to the A/E of such submittals for action, and closely monitor their review process.

(5) Submittals:

i. CM shall carefully examine the Contract Documents including the plans and specifications for the Project, as well as the Planning Manual to determine all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. If requested and/or required by the needs of the Project, CM shall prepare a submittal schedule and shall submit the schedule for Owner and A/E approval. The submittal schedule will be coordinated with CM's Construction Schedule and allow A/E reasonable time to review submittals.

ii. If the Project involves submittals and shop drawings, CM shall carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to A/E for review and action. By submitting shop drawings and other submittals, CM represents to Owner and A/E that CM has: (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(6) Subcontractor Progress: The CM may prepare periodic deficiency logs and punch list logs for subcontractors' work, as the particular needs of the Project requires, including unsatisfactory or incomplete items and schedules for their completion.

(7) Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.

(8) Substantial Completion: The CM shall ascertain when the Work or designated portions thereof are ready for the A/E Substantial Completion inspection after which the CM and A/E will execute and issue a Certificate of Substantial Completion, as required by Owner, including a list of punch list items to be completed or corrected. From the punch list of incomplete or unsatisfactory items prepared by CM and reviewed and supplemented by A/E, CM shall prepare a schedule for completion of the items indicating completion dates for Owner's review. Substantial Completion will also include the issuance of a Certificate of Occupancy by the permitting authority.

(9) Final Completion: The CM shall monitor the subcontractors' performance on the completion of the Work and provide notice to Owner and the A/E when the Work is ready for final inspection. CM shall secure, review and certify compliance with the Contract Documents and then transmit to Owner, through the A/E, and as an express condition precedent to final payment, all closeout items set forth in **Exhibit C** including required guarantees, warranties, affidavits, releases, consent of surety to final payment, bonds, waivers, manuals, as-built drawings, and maintenance books. Final Completion will also include issuance of a Certificate of Occupancy by the permitting authority and Owner taking possession of the Project.

(f) Safety

(1) CM is responsible for the safety and protection of all persons and property on or about the Project site during the progress of the Work. CM is responsible for protecting from damage or loss all material and equipment to be incorporated into the Work which may be stored off of the Project site.

(2) The CM shall be responsible for initiating, maintaining, implementing and supervising an effective safety program for the Work and requiring similar programs from the subcontractors. OSHA guidelines shall serve as the basis for the safety programs. Copies of the proposed programs shall be distributed to the Construction Team by the CM.

(3) CM shall employ all necessary measures to protect adjoining adjacent property and shall provide barricades, temporary fences and covered walkways required to protect the safety of passersby, local building codes, ordinances or other laws and the Contract Documents.

(4) CM's duties and responsibilities for the safety and protection of the Work and the environment shall continue until such time as the Work is completed and final acceptance by Owner has occurred.

(5) Alcohol, drugs and all illegal substances are strictly prohibited on any Owner property.

(6) At all times CM shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, including all safety and security regulations and requirements, as said regulations and requirements may be modified or changed by Owner from time to time.

2.1.3.5 The CM shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner shall be afforded access to the CM's records, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and all other data relating to the Project at any and all times during normal business hours upon request by Owner. The CM shall preserve all records and supporting documentation that relate to the Work for a period of three (3) years after final payment, or for longer period as may be required by law. CM shall likewise require all subcontractors to retain all Project records and supporting documentation. The Owner's right to audit, inspect and copy Project records and documentation of CM shall survive completion and/or termination of the Agreement. If at any time, Owner conducts such an audit of CM's records and documentation and finds that CM overcharged Owner, CM shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of twelve percent (12%) per annum). If the Overcharged Amount is equal to or greater than Ten Thousand and No/100 Dollars ($10,000.00), CM shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of CM. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing CM with regard to the Project or under any other agreement between CM and Owner. If such amounts owed CM are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then CM hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of Work.

2.1.3.6 Hazardous Materials and Substances

(a) In the event hazardous materials such as asbestos or polychlorinated biphenyl (PCB) are encountered at the Project site that were not specifically noted in the Construction Documents, the CM shall immediately stop Work in the affected area and shall notify the Owner and the A/E in writing of the suspected material within forty-eight (48) hours of discovering same.

(b) Upon receipt of the CM's notice, the Owner shall obtain the services of a licensed laboratory to determine absence or presence of hazardous substance(s), and in the event such material or substance is found to be present, to remediate, abate, or otherwise remove the hazardous substances.

(c) The Owner shall not be responsible under this Section for hazardous materials or substances the CM brings to the site unless such materials or substances required by the Contract Documents, except to the extent of the CM's fault or negligence in the use and handling of such materials or substances.

(d) CM is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If any chemicals, materials, or products containing toxic substances, as defined by 29 C.F.R. 1910, Subpart Z, or any local, state or federal statutes or regulations, are contained in the products used on site or incorporated into the construction by CM or any of its subcontractors, CM shall maintain on site a Safety Data Sheet for each such product. CM shall indemnify and hold the Owner harmless against the cost and expense Owner incurs: (1) for remediation of a material or substance CM brings to the site and negligently handles, or (2) where CM fails to perform its obligations under this Section, except to the extent that the cost and expense are due to Owner's fault or negligence.

2.1.3.7 Emergencies

(a) CM shall take immediate action to prevent injury to any person and injury to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project site. Property damage includes environmental impacts to the ground, air, and water.

(b) CM shall give A/E and Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if CM believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. CM shall also deliver to Owner and A/E copies of any written notice of violations received by CM or subcontractors within forty-eight (48) hours following notification by the regulatory agency.

(c) If A/E determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order or Amendment shall be issued to document the consequences of the changes or variations. If CM fails to provide the forty-eight (48) hour written notice noted above, CM shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time. CM is obligated to promptly report in writing to Owner all accidents relating to the Work that result in any personal injury or property damage. The notice procedures contained in this Section control over any conflicting notice periods herein.

2.1.3.8 Final Completion

(a) Warranties

(1) CM shall obtain and assign to Owner on a non-exclusive basis all warranties given to CM by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

(2) The CM warrants to the Owner and A/E that materials and equipment furnished under the Contract Documents shall be of good quality and new unless the Contract Documents require or permit otherwise. The CM further warrants that the Work will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit.

Work, materials or equipment not conforming to these requirements may be considered defective. The CM's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the CM, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

(3) Any warranty to be provided will be in such form as is acceptable to Owner and shall not include any exclusions, exceptions or modifications except to the extent approved by Owner in its sole discretion.

(4) In addition to all other rights and remedies available to Owner at law or in equity, including any implied warranties Owner may be entitled to as a matter of law, CM expressly warrants to Owner that it shall promptly correct, upon receipt of written notice from Owner, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by Owner in its sole discretion to present an immediate threat to safety or security, Owner shall be entitled to correct and fix such defective or non-conforming portions of the Work, and CM shall reimburse Owner for all costs and expenses incurred by Owner in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one (1) year (or such longer period of time as may otherwise be specified in the Contract Documents including the Planning Manual) commencing from the date Substantial Completion is achieved. With respect to the correction of any defective or nonconforming Work, CM shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 The Owner shall provide full information, in a timely manner, regarding the requirements of the Project, including a program setting forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems and site requirements.

3.1.1 The Owner shall establish a Total Project Budget that includes the cost of all Design, Construction and Owner Services. The Total Project Budget shall include contingencies for changes in the work conditions and other costs, which are the responsibility of the Owner.

3.1.2 The Owner shall furnish (unless other provisions are made) the following with reasonable promptness and at the Owner's expense, and the CM shall be entitled to rely on this information:

3.1.2.1 Reports, surveys, drawings and tests concerning the conditions of the site;

3.1.2.2 Surveys describing physical characteristics, legal limitations and utility locations for the project site; and

3.1.2.3 The services of geotechnical engineers when such services are required for site evaluation

3.2 The Owner shall designate a Project Director that will be fully acquainted with the Project and shall define the lines of Owner authority to approve construction budgets and changes in the Project within the Owner approved Scope of Work and Project Budget.

3.3 The Owner shall retain the A/E for design and to prepare Construction Documents for the Project. The duties and responsibilities of A/E are described in the Agreement Between the Owner and the A/E, a copy of which will be furnished to CM. The Agreement between the Owner and A/E shall not be modified without written notification to the CM.

3.4 The Owner's anticipated Sustainable Objectives for the Project are TBD. **Exhibit TBD**, attached hereto and incorporated herein, defines the terms, conditions and services related to the Owner's Sustainable Objectives.

ARTICLE 4
PERMITS, LICENSES, INSPECTIONS AND TAXES

4.1 Code Compliance

4.1.1 A reviewing authority must approve the final Construction Documents for code compliance and issue the appropriate building permit(s) prior to beginning Work. All changes to the Construction Documents shall be reviewed and approved by the same authority.

4.2 Code Inspections

4.2.1 All components of the Project require detailed code compliance and Construction Document inspections during construction including, but not limited to structural, mechanical, electrical, plumbing and general building as well as threshold inspections where required.

4.2.2 The inspecting authority will provide inspection personnel. The Project Director will provide to the CM names, addresses, email addresses, and telephone numbers of the inspecting authorities. The CM shall notify the appropriate inspector(s) no less than 24 hours in advance of the required inspection.

4.2.3 All Work scheduled for inspection shall be ready for inspection and inspected prior to the work being concealed. Work not inspected and not approved prior to concealment shall be revealed for inspection when directed by the Owner of designated inspecting authority.

4.2.4 All costs associated with inspecting prematurely concealed work shall be borne by the CM.

4.3 Taxes

4.3.1 CM shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

4.3.2 CM shall comply with and fully implement the sales tax savings program with respect to the Work.

4.3.3 Direct Purchasing – Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and wishes to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work.

ARTICLE 5
SUBCONTRACTS

5.1 A subcontractor is a person or organization who has a direct contract with the CM to perform specific work at the jobsite. Nothing in the Contract Documents shall create any contractual relationship between the Owner, A/E or any other subcontractor.

5.2 By appropriate written agreement, the CM shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the CM by the terms of the Contract Documents, and to assume toward the CM all obligations and responsibilities which the CM by these documents, assumes to the Owner and the A/E. The CM shall provide the Owner copies of the subcontractor bonds or evidence that bonds have been acquired. All increases and decreases to the Project shall be documented in the bond. CM requested payments for work completed will be withheld until all documentation of bonds is received.

5.3 Requirements

5.3.1 On all subcontracts exceeding $100,000.00 the CM may require subcontractors to provide a 100% performance bond and a 100% payment bond from a surety company authorized to do business in the State of Florida by the Department of Insurance. If the CM wishes to award subcontracts to contractors unable to supply this bonding, CM shall request special authorization from the Owner.

5.3.2 The subcontractor must have successfully completed no less than two projects of similar size and complexity within the last five (5) years unless this requirement is waived by Owner, A/E and CM. Similar projects completed by the subcontractor will be indicated on the scope of work sheet by the CM.

5.3.3 Subcontractor is required to be licensed per Chapter 489 and shall provide proof of licensing prior to start of work. Proof of subcontractor licensure shall be provided electronically to the Owner.

5.3.4 All Subcontracts shall provide:

5.3.4.1 That the Owner will be an additional insured on all insurance policies required to be provided by the subcontractors except workman's compensation and professional liability, if applicable;

5.3.4.2 That all warranties will be assigned directly to Owner;

5.3.4.3 That the Work being performed pursuant to such subcontract be performed in accordance with the requirements and intent of the Contract Documents and provide for retainage as specified within this Agreement;

5.3.4.4 For submission of Applications for Payment in form acceptable to Owner, together with reasonable backup and supporting information and, if requested by Owner, Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond, in the forms required by the Agreement, from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

5.3.4.5 That subcontractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including those dealing with safety (including the Trench Safety Act, Chapter 553, *Florida Statutes*).

5.3.4.6 That the subcontractor will resolve all disputes involving Owner in the same manner as provided in the Agreement;

5.3.4.7 That, upon Owner's request, subcontractor will provide proof of such insurance

and additional insured endorsements to Owner;

5.3.4.8 Limitation of Remedy – No damages for delay – that subcontractors' exclusive remedy for delay in the performance of the Work required by the Agreement caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or A/E and claims based on breach of the Agreement or negligence, shall be an extension of Contract Time; and

5.3.4.9 That, in the event of a change in the Work that is performed by Subcontractors or sub-subcontractors, a maximum of fifteen percent (15%) markup shall be permitted for each of the Subcontractors for all overhead and profit on Subcontractor's direct labor and material costs and actual equipment costs as follows: (i) ten percent (10%) markup for that portion of the Work to be performed by a Subcontractor with its own forces; and (ii) ten percent (10%) markup for that portion of the Work to be performed by a sub-subcontractor with its own forces, or any lower tier of subcontractor, plus five percent (5%) for the Subcontractor. The total combined Change Order fee for Subcontractor and all sub-subcontractors shall not exceed fifteen percent (15%). A detailed breakdown, with necessary backup, shall be provided. Subcontractors, and sub-subcontractors, shall agree that the foregoing constitutes their sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies or claims for increases in the Contract Amount, damages, losses or additional compensation.

ARTICLE 6
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

6.1 Reimbursable Costs

6.1.1 In consideration of the performance of the Agreement, the Owner will pay the CM for the following listed items, which shall all be considered as reimbursable costs of work for the Project ("**Reimbursable Costs**"). The CM shall prepare a complete listing of Reimbursable Costs items with appropriate pricing and the agreed upon total of these items shall be included within the GMP for the Project. These items will be billed monthly and will require back up acceptable to the Owner. Any items not listed are subject to approval by the Owner.

6.1.2 List of Reimbursable Costs:

- Wages or salaries of CM's supervisory JOBSITE personnel (excluding those costs identified within Section 6.3.1.6)
- Wages or salaries of CM's administrative JOBSITE personnel (excluding those costs identified within Section 6.3.1.6)
- Wages or salaries of JOBSITE construction workers directly employed by the CM to perform Work (excluding those costs identified within Section 6.3.1.6)
- Site engineering, including layout and grades
- Materials testing
- Security services
- Janitorial services
- Scheduling services
- Drawings and printing costs
- Software costs required for the Project
- Field office trailer, utilities and internet
- Field office supplies and equipment to be transferred to Owner upon Final Completion except for those items that are rented
- Telephones
- Site communications (radios)
- Miscellaneous permits and fees

- Project photos including those requested by Owner
- Postage
- Auto expenses to be determined between CM and Owner based upon the size, scope and duration of the Project
- Project signs, including plaques if applicable
- Personal protective equipment
- On-site and off-site storage containers necessary for Project (i.e. Pod containers, storage facility costs, etc.)
- Temporary fencing
- Temporary roads and walks
- Temporary barricades
- Temporary stairs and landings
- Temporary partitions
- Temporary toilets
- Temporary sanitary lines
- Temporary utilities including power, water, sewer, gas – prior to Substantial Completion
- Drinking water
- Costs for safety requirements
- Temporary water service – prior to Substantial Completion
- Temporary fire protection
- Dewatering and drainage
- Clean-up
- Final cleaning services
- Dumpsters
- Small tools (to be turned over to the Owner at Final Completion of Project except for those items that are rented)
- Equipment maintenance and repair subject to Owner's approval of costs
- Fuel, oil and grease for equipment (not auto expenses) related to the Project
- Freight
- Costs of administration of the direct material purchase ("**DMP**") program
- Rental charges of all necessary machinery and equipment including office equipment used at the site whether rented from the CM or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs
- Cost of labor, material and equipment required for handling, storing, placing and affixing Owner-furnished material and equipment, not DMP items

Total "Not to Exceed" cost of Reimbursable Costs **$TBD**

6.1.3 Reimbursable Costs shall only be adjusted with prior written approval from the Owner and the CM.

6.2 CM Fee (Overhead and Profit)

6.2.1 The Owner shall pay to the CM the CM Fee as defined in Section 1.3.5.2(a) based on the Cost of Work, which is established at the time the GMP is set by the parties.

6.2.2 The total amount of the CM Fee as set forth in Section 1.3.5.2(a) shall be paid proportionally to the Cost of Work in place, excluding stored materials and less retainage.

6.3 Cost of Work

6.3.1 The Owner shall pay the CM for the following items, which comprise the "**Cost of Work**":

6.3.1.1 Reimbursable Costs per Article 6.1;

6.3.1.2 General Conditions expenses as defined in Section 2.1.2.6(b). Labor costs that are itemized as Reimbursable Costs may be included within General Conditions expenses, whether or not specifically noted as such, and are not to be billed separately as Reimbursable Costs. CM shall promptly report to Owner any occasion in which the labor/payroll rates paid to personnel is lower than the estimated price included within the GMP Amendment related to the General Conditions expenses. Owner reserves the right to audit CM's payroll and CM shall promptly make available to Owner all records necessary for such purpose;

6.3.1.3 Cost of all materials, supplies and equipment incorporated in the Work or stored on the Project site, including transportation and storage thereof. At the Owner's discretion, the Owner will make payments for materials, supplies or equipment stored off-site and bonded;

6.3.1.4 Costs of the subcontractors for their work completed in accordance with subcontracts with the CM;

6.3.1.5 Sales, use, gross receipt, and similar taxes related to the Work imposed by any governmental authority for which the CM is liable;

6.3.1.6 Cost of contributions, assessments or taxes incurred during the performance of the Work for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries or other remuneration paid to employees of CM, are included within the Cost of Work at the blended rate of 42.48% of wages and 34.58% of salaries. Unreasonable components of labor burden incurred for the Project (related to wages of CM personnel) as determined by the A/E and Owner including, but not limited to, excessive bonuses, excessive pension/profit sharing costs, excessive retirement costs, club dues, automobile expenses, training/seminars, uniforms and administrative support shall not be reimbursed. Reasonable components of labor burden include payroll taxes (FICA, SUTA, FUTA), insurance (health, life, dental, disability), retirement plan up to 4%, and workers compensation (reimbursement shall be based on the actual rate for each person charged to the Project and shall include modifiers and discounts);

6.3.1.7 Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of 0.635% of the GMP amount or the invoice amount and General Liability insurance will be charged at the rate of .45% of the GMP amount or the invoice amount), which CM is required by the Contract Documents to purchase and maintain and/or CM requires, including cost of Performance and Payment Bonds for subcontractors and/or suppliers. To the extent permitted by applicable law, all premiums for any insurance and bonds required for the Project shall reflect the net actual costs to the CM after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, rebates, refunds, etc. The CM's actual cost for insurance and bonds directly attributable to this Agreement shall be considered to be included within the GMP, but shall not be included in the amount for purposes of calculating the CM Fee, and shall be charged at the actual rate paid by CM, provided that such rate shall not exceed the amount allocated to these expenses in the GMP. Prior to Final Payment, CM shall procure and/or provide to Owner any and all documentation requested evidencing net actual costs for insurance and bonds for the Project to the CM;

6.3.1.8 Permit fees, licenses, royalties, and deposits lost for causes other than CM's negligence;

6.3.1.9 Costs incurred due to an emergency related to the Project, which affects the safety

of persons and property for causes other than CM's negligence;

6.3.1.10Costs of correction of the Work that are not attributable to negligence or willful or wanton misconduct of CM or subcontractors shall be submitted to the Owner for review and consideration of reimbursement;

6.3.1.11For all Preconstruction Phase Services as defined herein and including, but not limited to, attending meetings, programming, providing schematic and design development estimates, constructability reviews, pricing alternates and value engineering, prequalifying subcontractors, developing subcontractor bid packages and preparing the GMP, CM shall receive Preconstruction Costs in the amount of 0.35% of the anticipated Construction Cost Estimate as the total compensation for Preconstruction Services. CM shall invoice Preconstruction Costs monthly and such costs shall be based upon the percent completion of the designated portion of the Preconstruction Services for each particular month as determined by Owner and an itemized statement of reimbursable expenses incurred for such month, respectively, and Owner's receipt of CM's written invoice for such payment. CM's invoices shall be in a form reasonably acceptable to Owner and be accompanied by such other information, documentation, and materials as Owner may reasonably require. The final invoice for Preconstruction Services shall not be submitted until either (i) the GMP Amendment is executed for the entire Work but prior to construction starting, or (ii) the parties fail to reach agreement on the GMP Amendment and Owner elects to terminate the Agreement as provided herein, whichever occurs first; and

6.3.1.12Costs associated with the Investigative Report in the total amount of **$TBD** will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

6.3.1.13Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1 above:

Safety Awards	(to be billed at .125% of the Contract Amount)
General Liability Insurance	(to be billed at .45% of the Contract Amount)
Performance and Payment Bond (CM)	(to be billed at .673% of the Contract Amount)
Builder's Risk Insurance	(to be billed at Invoice Amount)
Preconstruction Costs	(to be billed per 6.3.1.11)

6.4 Costs Not to Be Reimbursed

6.4.1 The Cost of Work shall not include:

6.4.1.1 Salaries and other compensation of the CM's personnel stationed at the CM's principal office or offices other than the JOBSITE office;

6.4.1.2 Expenses of the CM's principal office and offices other than the JOBSITE office;

6.4.1.3 Off-site overhead and general expenses;

6.4.1.4 The CM's capital expenses, including interest on the CM's capital employed for the Work; and

6.4.1.5 Special items outlined in **Exhibit F**.

ARTICLE 7
UNFORESEEN CONDITIONS FUND

7.1 The unforeseen condition fund within the GMP shall be 3-5% of the construction cost and shall be used at the discretion of the Owner. Notwithstanding anything to the contrary herein, the fund will be spent only for changes due to unforeseen conditions, Owner requests, alternatives, items initially value engineered that may be able to be added back to the scope of Project and other legitimate costs of the Project. The CM shall maintain a current listing of the unforeseen conditions transactions and it shall be available to the Construction Team at all times. To the extent the amount of Unforeseen Conditions Fund is insufficient to cover the costs of the additional work attributable to the Unforeseen Condition, the Owner may issue a Change Order or Amendment under Article 8 herein to cover any excess costs. Unspent unforeseen condition funds shall be returned to Owner if not used on the Project.

7.2 If a dispute arises in connection with CM's claim of unforeseen conditions, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

ARTICLE 8
CHANGES IN THE PROJECT

8.1 Change Orders and Amendments

8.1.1 The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions. All changes in the Project, which are not authorized expenses under the Unforeseen Conditions Fund under Article 7 herein shall be authorized by Change Order or Amendment and signed by the Owner before the change is implemented. The GMP and the construction completion date will be adjusted only in accordance with an approved Change Order or Amendment. Except in an emergency endangering life or property, no additions, deletions or other revisions shall be made except upon written order of Owner as described herein, and Owner shall not be liable to CM for any increased compensation or adjustment to the completion date without such written order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be a basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents. All Change Orders and Amendments shall be approved by the Owner. CM agrees to provide, and shall require all Subcontractors to provide, accurate and sufficient cost data to enable Owner to evaluate the appropriate value of all labor, materials and equipment associated with the Change Order including labor by hours and rate, materials, supplies, taxes and insurance and any other reasonable documentation requested by the Owner.

8.1.2 A Change Order or Amendment is a written order to the CM signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, CM's fee, or the construction completion date. Each adjustment in the GMP resulting from a Change Order or Amendment shall clearly identify the amount attributable to the addition, deletion or other revision.

8.1.3 In the event a requested change is approved by Owner that results in either an increase or decrease to the Contract Amount, a Change Order or Amendment shall be issued, which increases or decreases the GMP by the full amount of CM's actual direct and indirect costs including overhead and profit and general conditions that are to be paid to CM and Subcontractors or sub-subcontractors. Such Change Order or Amendment shall be supported by full documentation of all costs in an itemized cost estimate including labor by hours and rate, materials, supplies, taxes and insurance, and any other documentation required to allow Owner to properly evaluate the cost estimate. The costs of such Change Order or Amendment shall be determined in accordance with Section 5.3.4.9 above as it relates to mark-ups for Subcontractors and sub-subcontractors and/or in one or more of the following ways:

8.1.3.1 By mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation by the A/E and Project Director;

8.1.3.2 By unit prices stated in the agreement or subsequently agreed upon;

8.1.3.3 By costs defined in Article 6 and a mutually acceptable fixed or percentage fee; and/or

8.1.3.4 By the method in Article 8.2.

8.2 If the above methods in 8.1.3.1 through 8.1.3.3 are not agreed upon, the CM, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order or Amendment is issued under these conditions, the A/E will establish an estimated cost of the work and the CM shall not perform any work whose cost exceeds that estimate without prior written approval of the Owner.

8.3 Claims for Additional Cost or Time

8.3.1 All claims for additional cost or time shall be made by a request for Change Order or Amendment within fourteen (14) days of the date, or within a time period otherwise agreed to by Owner in writing, the CM knew or reasonably should have known of the circumstance that may, in CM's opinion, be a change to the Project that justifies a Change Order or Amendment. Only delays that are determined to extend the critical path in the Construction Schedule will result in a time extension.

8.4 Minor Changes

8.4.1 The A/E will have authority to order minor changes in the Project not involving an adjustment to the GMP or any extension of the construction completion date and consistent with the intent of the Construction Documents. Such changes shall be effectuated by written approval of the Owner and CM. Documentation of the changes shall be detemined by the Construction Team.

ARTICLE 9
DISCOUNTS AND PENALTIES

9.1 All discounts for prompt payment shall accrue to the Owner to the extent the cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the CM. To the extent permitted by applicable law, all trade discounts, rebates and refunds including, but not limited to insurance premiums, and all returns from sale of surplus material and equipment shall belong to the Owner regardless of when issued and shall be credited to the cost of the Project. To the extent that any discounts, rebates and refunds occur or accrue subsequent to Final Completion of the Project, such funds shall be paid to Owner within fifteen (15) days of receipt by CM. All penalties incurred due to the fault of the CM for late payment of the cost of the Project, except, late payments by Owner, will be paid by the CM.

9.2 Savings will be computed as of the date of Final Completion and shall consist of the difference between (1) the GMP (as it may be adjusted in accordance with the terms of the Contract Documents) and (2) the total aggregate sum of the Cost of Work plus the CM Fee paid by Owner and shall accrue to the sole benefit of Owner. A deductive Change Order or Amendment shall be issued reducing the GMP by the amount of such savings. For the avoidance of doubt, any savings obtained may not be moved to the Unforeseen Conditions Fund or be used to offset cost overruns in other items within the GMP without prior written consent of the Owner.

ARTICLE 10
CONTRACT TIME, TIME EXTENSIONS AND LIQUIDATED DAMAGES

10.1 Contract Time and Extensions

10.1.1 CM shall diligently pursue the completion of the Work and coordinate the work being done on the Project by its subcontractors and materialmen, as well as coordinating its work with all work of others at the Project site, so that its work or the work of others shall not be delayed or impaired by any act or omission by CM or anyone for whom CM is responsible or liable.

10.1.2 Should CM actually be obstructed or delayed in the critical path of the prosecution of, or completion of, the Work as a result of unforeseeable causes: (a) beyond the control of CM, (b) not due to CM's fault or neglect, and (c) which could not be avoided by the exercise of reasonable diligence, including: (i) acts of God or of the public enemy, (ii) acts of government, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine regulation, (vii) strikes, (viii) lockouts, or (ix) weather conditions abnormal for the period of time (as defined below) which exceed the aggregate number of days allotted for adverse weather conditions in CM's schedule approved by Owner, CM shall notify Owner and A/E in writing within five (5) days after the commencement of such delay, unless otherwise agreed to between the parties in writing, which time period shall control over any conflicting time periods specified elsewhere herein, stating the cause or causes thereof, or be deemed to have waived any right which CM may have had to request a time extension therefor. "Abnormal for the period of time" for purposes of this Section means rain or bad weather (e.g. named tropical storms or hurricanes), only when such rain or bad weather is in excess of the ten (10) year average for that specific period of time (from its commencement to its conclusion, as compared with the historical data for that same period) as published by the National Oceanic and Atmospheric Administration for the area where the Project is located.

10.1.3 CM's Construction Schedule shall allow the number of days it deems necessary for rain and bad weather when CM prepares its schedule and not every day of adverse weather conditions abnormal for the period of time shall be grounds for an extension of time. CM and Owner acknowledge that any Project site rain gauge measurements will not be relied upon for determining rain fall amounts. CM shall use commercially reasonable efforts to mitigate the effects of any delays described in this Section so as to minimize any effect on the schedule for completion of the Work.

10.1.4 No Damages for Delay – CM's exclusive remedy for delay in the performance of the Work required by the Agreement caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or A/E and claims based on breach of the Agreement or negligence, shall be an extension of Contract Time. CM expressly acknowledges and agrees that it is not entitled to receive damages for delay. However, if final completion of the Work is materially delayed through no fault of the CM and CM suffers direct costs from such delay, CM may submit a proposed Change Order or Amendment to Owner for consideration.

10.2 Liquidated Damages

10.2.1 It is hereby understood and mutually agreed, by and between CM and Owner, that the Contract Time for completion of the Work indicated in the Contract Documents is a reasonable time period in which to complete the Work and achieve Substantial and Final Completion for the Project.

10.2.2 Time is of the essence in this Agreement. Owner and CM recognize that Owner will suffer financial loss if the Work associated with the Construction Phase is not substantially completed within the time specified in the GMP Amendment, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public and enhance the delivery of valuable education to the public, in Manatee County, Florida.

10.2.3 It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from CM, if CM fails to achieve Substantial Completion of the Work within the required Contract Time. Should CM fail to achieve Substantial Completion of the work within the Contract Time or as otherwise required by the Contract Documents, the Owner shall be entitled to assess as liquidated damages, but not as a penalty, against CM and/or its Surety, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing each calendar day until the actual date of Substantial Completion is achieved.

Contract Amount			Liquidated Damages Per Calendar Day
$1,000	to	$20,000	$100
20,001	to	75,000	200
75,001	to	150,000	500
150,001	to	350,000	750
350,001	to	750,000	800
750,001	to	1,000,000	1,000
1,000,001	to	2,000,000	1,200
2,000,001	to	3,000,000	1,500
3,000,001	to	4,000,000	1,600
4,000,001	to	5,000,000	1,700
5,000,001	to	6,000,000	1,800
6,000,001	to	7,000,000	1,900
7,000,001	to	8,000,000	2,000
8,000,001	to	9,000,000	2,100
9,000,001	to	10,000,000	2,200
10,000,001	to	11,000,000	2,300
11,000,001	to	12,000,000	2,400
12,000,001	and over		2,500

10.2.4 The Liquidated Damages amount per calendar day are fixed and agreed upon by and between the CM and the Owner because of the impracticality and difficulty of ascertaining actual damages the Owner will sustain. It is agreed that the liquidated damages amount per calendar day is adequate to cover damages, which the Owner will sustain by reason of inconvenience, loss of use, loss of monies, and additional costs of contract administration by the A/E and Owner.

10.2.5 Permitting the CM to continue to finish the Work or any part of the Work after time fixed for its completion or after date to which time for completion may have been extended shall in no way constitute a waiver on the part of the Owner of any rights under the Agreement.

10.2.6 Owner may deduct liquidated damages prescribed in this section from any unpaid amounts then or thereafter due CM under the Agreement and any liquidated damages not so deducted shall be payable to Owner by CM upon demand by Owner plus interest from the date of demand at the maximum legal rate of interest until paid.

10.2.7 It is further mutually understood and agreed that Owner's assessment of liquidated damages for delays is intended to compensate Owner solely for CM's failure to substantially complete the Work in the Contract Time and shall not release CM from liability from any other breach of Agreement requirements.

10.2.8 If the liquidated damages set forth herein are deemed unenforceable for any reason, Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of CM's failure to achieve Substantial Completion of the Work.

10.2.9 Liquidated Damages shall be assigned to the CM if punch list items have not been completed within ninety (90) days after Substantial Completion. The value of punch list items shall be determined by the A/E and multiplied by two (2). This value shall be withheld until the item has been completed. In addition, the Owner may obtain the services of others to complete unfinished punch list items after ninety (90) days have expired. Costs for this work shall be deducted from the CM's final payment. Liquidated Damages for punch list items shall commence on the ninety-first (91st) day after Substantial Completion and accrue until the final Application for Payment has been approved by the A/E. The CM, and its Surety, shall pay to the Owner any sums hereinafter stipulated as fixed, agreed and liquidated damages for each calendar day of delay until the punch list items are complete.

200% of Estimated Cost To Complete Punchlist			**Liquidated Damages Per Day**
$1,000	to	$25,000	$100
25,001	to	50,000	125
50,001	to	100,000	150
100,001	to	250,000	175
250,001	to	500,000	200
500,001	to	1,000,000	250
1,000,001	to	2,000,000	300
2,000,001	to	3,000,000	375
3,000,001	to	4,000,000	500
4,000,001	to	5,000,000	625
5,000,001	to	6,000,000	750
6,000,001	to	7,000,000	875
7,000,001	to	8,000,000	1,000
8,000,001	to	9,000,000	1,125
9,000,001	to	10,000,000	1,250
10,000,001	to	11,000,000	1,375
11,000,001	to	12,000,000	1,500
12,000,001	and over		$12.50 per $100,000

10.2.10 "Days" means consecutive calendar days unless a contrary intent is specifically indicated with regard to any reference to the word "days."

10.2.11 The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.

ARTICLE 11
PAYMENTS TO THE CONSTRUCTION MANAGER

11.1 Progress Payments

11.1.1 At the time it submits its GMP Proposal to Owner, CM also shall submit to Owner and A/E, for their review, a GMP Budget Summary, which will become the Schedule of Values and is based upon the GMP Proposal listing the major elements of the Work and the dollar value for each element and, if required by Owner, broken down further into the major elements of the Work to be completed during the various phases of the Work. That revised Schedule of Values, as further revised to reflect the final negotiated GMP amount and as approved by Owner, will be attached to the GMP Amendment and shall be used as the basis for CM's monthly Applications for Payment thereafter. This revised Schedule of Values shall be updated for the current month Change Orders and Amendments and submitted each month to A/E along with a completed and notarized copy of the Construction Manager's Application and Certificate for Payment ("**Application for Payment**") form attached to the Agreement as **Exhibit A**.

11.1.2 Each month, the CM shall complete and submit to the Owner the sworn, notarized CM Application for Payment attached hereto as in **Exhibit A** together with an updated Schedule of Values and cost reports required under Article 2 and **Exhibit E**, which detail all costs spent, costs accumulated or costs incurred in completing the Work during the previous period, plus the amount of the CM Fee that is due as provided in Article 6. Owner shall pay CM any undisputed amounts of CM's Application for Payment within twenty-five (25) business days of Owner's receipt of same. General Conditions and/or General Requirements shall be paid based on the percentage of Work completed on site, with the exception of CM's initial Application for Payment which may include reimbursement for Bond costs. Owner shall have the right to verify and substantiate any amounts listed within the CM's Application for Payment. Five percent (5%) retainage, or the maximum allowed by applicable law, shall be held on all payments; however, when approved by the Owner, certain suppliers and subcontractors may be paid the entire amount due at the Owner's discretion. At the Owner's discretion, the Owner may pay CM the entire amount due without holding retainage for the CM's General Requirements, the CM's Fee, Insurance and Bond Costs. Owner reserves the right, at its sole discretion, to reduce or release any portion of such retainage prior to final payment; provided, however, nothing in this Section shall preclude or limit Owner's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law. Any reduction or release of retainage, or portion thereof shall not be a waiver of (i) any of Owner's rights to retainage in connection with other payments to CM, or (ii) any other right or remedy that Owner has under the Contract Documents, at law or in equity. Upon request, CM shall provide Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond, in the form required by the Owner.

11.1.3 In addition to the CM certifications set forth in the Application for Payment form attached as **Exhibit A**, the CM's submission of each Application for Payment to Owner shall also constitute a representation by CM to Owner that: (1) there are no liens or claims outstanding or known to exist at the date of the Application for Payment; (2) duly executed waivers and releases have been obtained from all subcontractors and suppliers for work done and materials furnished through the date of payment; and (3) such Application for Payment has not been front-end-loaded either by CM or by any of its subcontractors or suppliers (including placing a value on a line item that is in excess of its cost, increasing unit prices on early completed items while decreasing unit prices on later completed ones, and/or inflating the percentage of completion on line items).

11.1.4 All Applications for Payment to the Owner must be submitted to the Project Director at the address identified herein. Payments to CM shall in no way imply approval or acceptance of CM's work.

11.2 Payments to Subcontractors

11.2.1 The CM shall promptly, within 10 days after receipt of payment from the Owner, pay all the amount due subcontractors less a retainage of five percent (5%), or the maximum retainage amount allowed by applicable law, based on the CM's evaluation of the subcontractor's acceptable performance. If there should remain items to be completed, the CM and A/E shall list those items required for completion and the CM shall require the retainage of a sum equal to two times the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, the CM shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-builts have been submitted and instructions for the Owner's operating and maintenance personnel is complete.

11.2.2 To the extent a subcontractor has not completed the work in accordance with the Construction Documents (or CM disputes the subcontractor's invoice or pay request in good faith) and the CM notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute, the CM may withhold the disputed portion of the payment. Should the CM

withhold any payment to a subcontractor, the CM shall provide a weekly report to the Owner listing all outstanding payments to subcontractors. Upon request, the CM shall return the disputed payment to the Owner and CM shall provide a credit to the costs of the Project in the CM's next Application for Payment in the amount of any interest earned on any such disputed payment.

11.2.3 Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval by the Owner, CM and A/E.

11.3 Final Payment to CM

11.3.1 Final Payment constituting the unpaid balance of the Cost of the Project and the CM's fee, shall be due and payable after the Owner has accepted occupancy of the Project, provided that the Project be then finally completed, that the CM has verified by its signature that it has completed all items specified on the attached **Exhibit C**, and that this Agreement has been finally performed. However, if there should remain work to be completed, the CM and the A/E shall list those items prior to the CM receiving final payment. The Owner may retain a sum equal to two times the estimated cost of completing any unfinished work and a portion of the CM's retainage, provided that said unfinished items are likewise listed separately. Thereafter, Owner shall pay to the CM, monthly, the amount retained for each incomplete item after each of said items is completed.

11.4 Payment requests shall be processed and paid in accordance with Part VII, Chapter 218, *Florida Statutes*, known as the Florida Prompt Payment Act, and the terms of this Agreement.

11.4.1 The parties shall develop a single list of items (or if the Project relates to construction of more than one building or structure or is multi-phased, a list of items for each building, structure or Project phase) required to render complete, satisfactory, and acceptance of the construction services. The parties shall specify a process for developing the list, including the responsibilities of Owner and CM in developing and reviewing the list and a reasonable time for developing the list:

11.4.1.1For construction projects having an estimate cost of less than $10 million, the list shall be developed within thirty (30) calendar days after reaching Substantial Completion; or

11.4.1.2For construction projects having an estimated cost of $10 million or more, the list shall be developed within thirty (30) calendar days, or, if extended by agreement between the parties, up to sixty (60) calendar days after reaching Substantial Completion of the construction services.

11.4.2 The list of items shall be delivered within five (5) days after the list has been developed and reviewed in accordance with the sections listed above.

11.4.3 The Final Completion date shall be at least thirty (30) days after the delivery of the list of items. If the list is not provided to the CM by the agreed upon date for delivery of the list, the Contract Time for Final Completion must be extended by the number of days the Owner exceeded the delivery date. However, damages may not be assessed against the CM for failing to complete the Project within the time required by the Agreement unless the CM failed to complete the Project within the Contract Time as extended within this Section.

11.4.4 The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the CM to complete all of the construction services under the Agreement.

11.4.5 Upon completion of all items on the list, the CM may submit a payment request for all remaining retainage withheld by the Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Agreement, the Owner may continue to withhold up to 150 percent (150%) of the total costs to complete such items.

11.4.6 All items that require correction under the Agreement and that are identified after preparation and delivery of the list remain the obligation of CM as defined within the Agreement.

11.4.7 Warranty items or items not included in the list of items may not affect the final payment of retainage as provided herein or as provided in the Agreement between the CM and subcontractors and suppliers.

11.4.8 Should the Owner fail to comply with its duties to develop the list required herein within the time limitations, the CM may submit a payment request for all remaining retainage withheld by the Owner and payment of any remaining undisputed Contract Amount, less any amount withheld pursuant to the Agreement for incomplete or uncorrected Work, must be paid within twenty (20) business days after receipt of a proper invoice or Application for Payment.

11.4.9 If Owner provides CM within written notice specifying the failure of CM to meet the contract requirements in the development of the list of items to be completed, the Owner is not required to pay or process any Application for Payment for retainage if the CM has, in whole or in part, failed to cooperate with Owner in the development of the list or to perform its duties under the Agreement with regard to the development of the list or if there are items requiring correction that are identified after the preparation and delivery of the list (that will remain the obligation of the CM).

11.5 Payments for Materials and Equipment

11.5.1 Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Owner on each occasion.

ARTICLE 12
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

12.1 Indemnity

12.1.1 To cover to the fullest extent permitted by law, the CM shall indemnify, defend and hold harmless the Owner, the A/E, the A/E consultants, and agents and employees of any of them from and against all claims, damages, losses, expenses, penalties, demands, judgments, actions, proceedings, losses or costs, including reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of the Agreement by CM or arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, expense, direct or consequential damages, or economic loss is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions, recklessness, or intentional wrongful misconduct of the CM, a Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Section.

12.1.2 In any and all claims against the Owner, the A/E, the A/E consultants, and agents and employees of any of them by any employee of the CM, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CM or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

12.1.3 CM's indemnification obligations including those specified within this Section, shall be deemed to fully comply with Section 725.06, *Florida Statutes*, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of the Agreement is determined not to be in compliance with Section 725.06, *Florida Statutes*, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that CM's indemnification obligations comply fully with Section 725.06, *Florida Statutes*, including any amendments, in all respects. CM's indemnification obligations in the Agreement are in addition to and not in lieu of any common law indemnification to which any of the indemnified parties are entitled.

12.1.4 The Owner shall cause any other CM who may have a contract with the Owner to perform construction installation work in the area where work will be performed under this Agreement, to agree to indemnify the Owner and the CM and hold them harmless from all claims for bodily injury and property damage (other than property insured under this Agreement) that may arise from the CM's operations. Such provisions shall be in a form satisfactory to the CM.

12.2 CM Insurance

12.2.1 During the term of the Agreement or for such longer period as specified in the Contract Documents or required by applicable law, CM shall provide, pay for, and maintain the types of insurance described herein by an insurance company duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida. The CM shall not commence any construction Work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the CM allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The procuring of required policies of insurance shall not be construed to limit CM's liability or to fulfill the indemnification provisions and requirements of the Agreement.

12.2.2 If any insurance provided pursuant to the Agreement expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by Owner, copies of the renewal policies and applicable additional insured endorsements, shall be furnished to Owner fifteen (15) calendar days prior to the date of expiration. CM shall also notify Owner, in a like manner, within two (2) days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CM from its insurer, and nothing contained herein shall relieve CM of this requirement to provide notice.

12.2.3 Owner shall retain the right to review, at any time, coverage, form, and amount of insurance. Should at any time CM not maintain the insurance coverages required in the Agreement, Owner may cancel the Agreement and any Amendments issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge CM for such coverages purchased. If CM fails to reimburse Owner for such costs within thirty (30) calendar days after demand, Owner has the right to offset these costs from any amount due CM under the Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under the Agreement.

12.2.4 Certificates of Insurance

12.2.4.1 CM shall deliver to Owner properly executed Certificate of Insurance forms and required additional insured endorsements in form acceptable to Owner, evidencing the fact that CM has acquired and put in place the insurance coverages and limits required hereunder. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the Department of Construction

Services. The Certificate(s) shall be dated and show:

(a) The name of the insured CM, the specific job by name and number, the name of the insurer, the number of the policy, its effective date, and its termination date;

(b) Statement that the Insurer will mail notice to the Owner and a copy to the A/E at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy;

(c) Certificates of Insurance shall be in the form as approved by Insurance Services Office (ISO) and such Certificate shall clearly state all the coverages required within this Agreement; and

(d) The Owner shall be named as additional insured on the CM's commercial general liability, excess or umbrella liability and builder's risk policy or policies.

12.2.5 The acceptance by Owner of any evidence of the insurance coverages and limits required by the Agreement, including any Certificate of Insurance, policy or additional insured endorsement, does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the evidence of insurance comply with the requirements of the Agreement.

12.2.6 All insurance policies required by the Agreement shall include the following provisions and conditions by endorsement to the policies:

12.2.6.1 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by CM to meet the requirements of the Agreement shall name The School Board of Manatee County, Florida, as that name is defined herein, as an additional insured as to the operations of CM under the Contract Documents. The Owner shall be listed as an additional insured for claims caused in whole or in part by the CM's negligent acts or omissions for which loss occurs during completed operations. The additional insured language shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. The term "**The School Board of Manatee County**" shall include the Manatee County Public Schools, the Manatee County School Board, a body corporate, the School District of Manatee County and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members, officers and employees thereof in their official capacity, and/or while acting on behalf of the Manatee County School Board.

12.2.6.2 All insurance coverages of CM shall be primary to any insurance or self-insurance program carried by Owner applicable to the Agreement, and the "Other Insurance" provisions of any policies obtained by CM shall not apply to any insurance or self-insurance program carried by Owner applicable to the Agreement.

12.2.6.3 Insurance requirements itemized in the Agreement and required of CM shall be provided on behalf of all subcontractors to cover their operations performed under the Agreement. CM shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

12.2.7 Worker's Compensation Insurance

12.2.7.1During the life of this Agreement, the CM shall take out and maintain Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CM shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CM. Such

insurance shall comply with the Florida Worker's Compensation Law and include the effects of all discounts, modifiers and rebates. In case any class of employees engaged in hazardous work under this Agreement at the Project site is not protected under the Worker's Compensation statute, the CM shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

12.2.8 CM's General Liability and Property Damage Insurance

12.2.8.1During the life of this Agreement, the CM shall take out and maintain Comprehensive General Liability Insurance as shall protect the CM from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by CM or by anyone directly or indirectly employed by CM.

12.2.8.2The general liability insurance shall be written on an "occurrence" basis, shall be maintained by CM and shall provide coverage for claims including (1) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person; (2) personal injury and advertising injury; (3) damages because of physical damage to, or destruction of, tangible property, including the loss of use of such property; (4) bodily injury or property damage arising out of completed operations; and (5) CM's indemnity obligations under the Agreement.

12.2.8.3The general liability insurance shall provide "XCU" (explosion, collapse, underground damage) coverage for those classifications in which they are excluded, Broad Form Property Damage Coverage, Products and Completed Operations Coverages, and Contractual Liability Coverage designed to protect the CM for contractual liabilities assumed by the CM in the performance of this Agreement to the extent covered by a standard Insurance Standards Office (ISO) General Liability policy. Completed Operations coverage must be maintained by CM for not less than five (5) years following completion and acceptance by Owner of the Work performed by CM.

12.2.8.4The general liability insurance shall not contain an exclusion or restriction of coverage for claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured and there would otherwise be no coverage for the claim; claims for property damage to the CM's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arise was performed by a subcontractor; and claims related to roofing if the Work involves roofing. Coverage shall not eliminate the subcontractor exception to "damage to your work" exclusion.

12.2.8.5The amount of such general liability insurance shall be minimum limits as follows:

CM Comprehensive General Liability Coverage, Bodily Injury and Property Damage	$1,000,000 each Occurrence Combined Single Limit

Insurance clauses for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

12.2.9 Automobile Liability Insurance

12.2.9.1During the life of this Agreement, the CM shall take out and maintain automobile liability insurance as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Automobile Liability Coverages,	$100,000 Each Occurrence

Bodily Injury and Property Damage	Combined Single Limit

12.2.10 Subcontractor's General Liability and Property Damage Insurance

12.2.10.1 During the life of the subcontracts, the CM shall require each of its subcontractors to procure and maintain insurance of the type specified above or insure the activities of its subcontractors in the CM's policies in an amount that is appropriate for the work to be performed.

12.2.11 Owner's and Construction Manager's Protective Liability Insurance

12.2.11.1 The CM shall procure and furnish, as a cost of the Project, an Owner's and CM's Protective Liability Insurance Policy with the following minimum limits:

Bodily Injury Liability and Property Damage Liability	$1,000,000 each Occurrence Combined Single Limit

12.2.12 Umbrella Liability Insurance or Excess Liability Insurance

12.2.12.1 During the life of this Agreement, the CM shall take out and maintain umbrella liability or excess liability insurance. Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein. The amount of such umbrella liability or excess liability insurance shall be minimum limits as follows:

Excess Liability, Umbrella Form	$3,000,000 each Occurrence Combined Single Limit

12.2.13 Builder's Risk Coverage

12.2.13.1 During the life of this Agreement, the CM shall take out and maintain a "Builder's Risk Policy" completed value form as a cost of the Project, issued to provide coverages on an "all risk" basis including theft and stored materials. This coverage shall not be lapsed or cancelled because of partial occupancy by the Owner prior to Substantial Completion of the Project. The policy shall have a deductible in an amount acceptable to the Owner and that meets the industry standards and any losses not covered by insurance shall be paid by the Owner out of unforeseen conditions and the Owner shall be listed as an additional insured. Builder's Risk coverage may be waived by the Owner on existing schools, sites or campuses.

12.3 Waiver of Subrogation

12.3.1 The Owner and the CM waive all rights against each other, for damages caused by perils covered by insurance provided under Article 12 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and CM as trustees. The CM shall require similar waivers from all subcontractors and their subcontractors.

12.3.2 The Owner and CM waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The CM shall require similar waivers from all subcontractors and their sub-subcontractors.

12.3.3 The Owner waives subrogation against the CM on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

12.3.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 13
TERMINATION

13.1 Termination by the CM

13.1.1 If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government other than the Owner, such as a declaration of a national emergency making materials unavailable, through no act or fault of the CM, upon seven (7) days written notice to the Owner, terminate this Agreement and request payment for all work executed, the CM Fee earned to date, and for any proven loss sustained upon any materials, equipment tools, construction equipment, and machinery, demobilization, restocking and cancellation expenses incurred by the CM associated with early termination of the Work.

13.2 Owner's Right to Perform CM's Obligations and Termination by Owner for Cause

13.2.1 If the CM fails to perform any of its obligations under this Agreement including any obligation it performs with its own forces, the Owner may, after seven (7) days without correction, produce a written notice to the CM allowing fourteen (14) days to cure the problem. If during the 14-day period, the CM fails to perform such obligations and make good such deficiencies, the CM's Fee shall be reduced by the cost required to cure the deficiencies.

13.2.2 If the CM is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls forty-five (45) days or more behind schedule), which has been adopted by the Construction Team, or if it fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise materially breaches a provision of the Agreement or the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the CM and its surety, if any, seven (7) days written notice, during which period CM fails to cure the violation, terminate CM's right to proceed under the Agreement in whole or in part and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 16. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed the CM for subcontract work).

13.2.3 If the CM refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by the CM in conjunction with this Agreement, then the Owner may, without prejudice to any right or remedy and after giving the CM and its Surety, if any, seven (7) days written notice, during which period CM still fails to allow access, terminate the employment of the CM and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 7. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed to the CM for subcontract work).

13.3 Termination by Owner Without Cause

13.3.1 If the Owner terminates this Agreement without cause, CM's recovery against Owner shall be limited to the unpaid portion of the Contract Amount earned through the date of termination, together with any withheld retainage. The Owner shall also pay the CM fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of the Agreement, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the CM has previously undertaken or incurred in good faith in connection with said Project. The CM shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the CM under such obligations or commitments. CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

13.3.2 After the establishment of the GMP or at the completion of Stage III or any time thereafter, if the final cost estimates or a change in funding makes the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the CM its proportionate CM Fee due in accordance with Article 6 plus any costs incurred pursuant to Articles 7 and 8. CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

ARTICLE 14
ASSIGNMENT, GOVERNING LAW, CLAIMS AND DISPUTE RESOLUTION

14.1 Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties to the Agreement.

14.2 Neither the Owner nor the CM shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

14.3 This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida, without regard to its choice of law provisions.

14.4 Claims and Disputes

14.4.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

14.4.2 Initial notice of Claims by CM shall be made in writing to Owner and A/E within seven (7) calendar days after the first day of the event giving rise to such Claim or else CM shall be deemed to have waived the Claim. Written supporting data shall be submitted to Owner and A/E within thirty (30) calendar days after the occurrence of the event, unless Owner grants additional time in writing, or else CM shall be deemed to have waived the Claim.

14.4.3 CM shall proceed diligently with its performance as directed by Owner, regardless of any pending Claim, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments of undisputed amounts due in accordance with the Contract Documents during the pendency of any Claim.

14.4.4 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of any litigation between the parties with respect to the Project, the parties shall attempt to

resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Section 44.102, *Florida Statutes*.

14.5 Litigation

14.5.1 Any litigation between Owner and CM (which term for the purposes of this Section shall include CM's surety), whether arising out of any Claim or arising out of the Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and CM each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. The exclusive venue of any such litigation between Owner and CM shall lie and be only in the appropriate State courts of the State of Florida's Twelfth Judicial Circuit in and for Manatee County, Florida. CM consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

14.5.2 In the event of any Claim or dispute arising out of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees (including fees for determining the amount of fees due) at all levels, including at trial, on appeal, and in bankruptcy and post-judgment proceedings.

14.6 Waiver of Claims for Consequential Damages

14.6.1 The CM and Owner waive Claims against each other for consequential damages arising out of or relating to this Agreement. The mutual waiver includes: (1) damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the CM for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

ARTICLE 15
FORCE MAJEURE, FIRE OR OTHER CASUALTY

15.1 Force Majeure

15.1.1 Delays in any performance by any party contemplated or required hereunder due to: fire, flood, earthquake or hurricane, acts of God, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, or any law, order, proclamation, regulation or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated and without the fault or negligence of the party seeking excuse from performance, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure, the date for performance required or contemplated by this Agreement shall be extended by the number of calendar days such party is actually delayed in such Substantial Completion.

15.1.2 The party seeking excuse for nonperformance on the basis of Force Majeure shall promptly give written notice to the Owner, if with respect to the CM, or to the CM, if with respect to the Owner, specifying its, actual or anticipated duration, and weekly thereafter, if such delay shall be continuing, written notice stating whether the condition continues and giving its actual or then anticipated duration.

Each party seeking excuse from nonperformance on the basis for Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

15.2 Casualty: Actions by Owner and CM

15.2.1 During the construction period, if the Project, or any part thereof, shall have been damaged or destroyed, in whole or in part, the CM shall promptly make proof of loss and Owner and CM shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction.

15.2.2 The CM shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses and other changes, including normal and ordinary compensation to the CM, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications.

15.2.2.1Within fifteen (15) days following satisfaction of the express conditions described in subsections (a), (b) and (c) below, CM covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content and general appearance as prior to such loss or damage:

(a) Receipt by the Owner or the Trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction; and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;

(b) Written agreement executed by the CM and the Owner, by amendment to this Agreement or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Amount necessitated thereby, including any required amendment to the GMP; and

(c) Final approval by the Owner of the Project plans and specifications for such repair or reconstruction and issuance of any required building permit.

15.3 Approval of Plans and Specifications

15.3.1 The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to be substantially the same condition as prior to such loss or damage and such plans and specifications conform to the applicable laws, ordinance, codes and regulations. Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the CM as a result of such loss or damage shall be used solely for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

15.4 Notice of Loss or Damage.

15.4.1 CM shall promptly give Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by CM will increase the GMP or extend the date of Substantial Completion, then expectations of CM as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage, which the CM determines, will not affect the GMP or date of Substantial Completion will

be reported to the Owner and A/E within five (5) days and associated corrective actions will be undertaken without delay.

ARTICLE 16
SPECIAL PROVISIONS

16.1 Prohibition Against Contingent Fees

16.1.1 By signing this Agreement, the CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for this firm to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for this firm any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

16.2 Employment Eligibility Verification ("E-VERIFY")

16.2.1 Employment Eligibility Verification ("E-VERIFY"): By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system. E-Verify Number 1423106.

16.3 Truth-In-Negotiation

16.3.1 In compliance with the Consultants' Competitive Negotiation Action, Section 287.055, *Florida Statutes*, by signing this Agreement, the CM certifies that wage rates and other factual unit costs supporting the compensation to be paid under this Agreement are accurate, complete and current as of the date of this Agreement. It is further agreed that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which it is determined the contract prices was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

16.4 Compliance with Jessica Lundsford Act

16.4.1 The School District of Manatee County and the State of Florida requires all CMs and subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Sections 1012.465 and 1012.32. Information on JLA requirements and how to comply can be accessed at: https://www.manateeschools.net/Page/6689.

16.5 Sovereign Immunity

16.5.1 The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in Section 768.28, *Florida Statutes*. No provision of the Agreement shall constitute, or be

interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

16.6 Custodian of Public Record

IF THE CM HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Public Records Custodian, 215 MANATEE AVENUE W., BRADENTON, FL 34205 (941) 708-8770, publicrecords@manateeschools.net.

16.6.1 The CM must comply with public records law and specifically:

16.6.1.1Keep and maintain public records required by Owner to perform the service.

16.6.1.2Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that complies with Chapter 119, *Florida Statutes*, or as otherwise provided by law.

16.6.1.3Ensure that public records in the CM's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the CM does not transfer the records to the Owner.

16.6.1.4Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the CM, as the term "public records" is defined within Chapter 119, *Florida Statutes*, or keep and maintain public records required by the Owner to perform the service. If the CM transfers all public records to the Owner upon completion of the Agreement, CM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CM keeps and maintains public records upon completion of the Agreement, the CM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

16.6.1.5Public Entity Crime Information Statement

16.6.2 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CM, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any contract in violation of this section shall be voidable by the Owner.

16.7 Compliance with Laws

16.7.1 CM agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including those dealing with safety (including the Trench Safety Act, Chapter 553, *Florida Statutes*). If CM observes that the Contract Documents are at variance therewith, it shall promptly notify Owner and A/E in writing.

16.8 No Waiver

16.8.1 The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. Waiver by Owner of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Agreement. No approval, consent or waiver by Owner shall be effective unless it is in writing and then only to the extent specifically stated.

16.9 Severability

16.9.1 Should any provision of the Agreement be determined to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

16.10 Notices

16.10.1 All notices, consents, or approvals required or permitted to be given under the terms of the Agreement shall be in writing and shall be sent by: (1) FedEx or other nationally recognized overnight air courier service, postage prepaid, for next business day delivery, and (2) by email correspondence to the respective parties set forth below in this section, as applicable. Notice given in accordance with this Section shall be effective on the first business day after having been delivered to a nationally recognized overnight air courier service, such as FedEx, for "next business day" delivery in each case addressed to the respective party at the address for notice specified in this Section below.

16.10.2 Notices, consents or approvals required or permitted to be given to Owner shall be delivered to Owner at:

Project Director
Director of Construction Services - School District of Manatee County
1 Matzke Way
Bradenton, FL 34342
Attention: John Williams
Email: williams12j@manateeschools.net

16.10.3 Notices, consents or approvals required or permitted to be given to CM shall be delivered to CM at:

Creative Contractors, Inc.
852 62nd Street Circle East #103
Bradenton, FL, 34208
Office: 727-794-5522
Fax: 727-447-4808
Email: vmitchell@creativecontractors.com

16.10.4 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONSTRUCTION MANAGER:

By: _____
(Corporate Secretary Signature)

_____

As Witnessed:
Victoria Greenhaugh

By: Jerry Siminski
(Corporate President Signature)

Jerry Siminski, Chief Construction Officer
(Corporate President's Name)

Creative Contractors, Inc.

(Name of Corporation)

(Corporate Seal)

DATE: 07/01/2022

** *Signatures Continue on Next Page* **

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form:

_____ Project Director

_____ Director

_____ Deputy Superintendent

Approved As to Form and Legality:

_____ General Counsel

_____ Superintendent of Schools

_____ School Board Chairman

_____ Witness

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____

Owner: School District of Manatee County Request #: _____

Department of Construction Services Period ending: _____

Project Director: _____

Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director: _____ Date: _____

By DCS Director: _____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Preconstruction		
Jim Cacini	V.P. Estimating	25%
Mark Saviny	Estimator	25%
Jerry Siminski	Project Executive	10%
Van Mitchell	Senior Project Manager	50%
Justin Sam	Asst. Project Manager	20%

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: _____

Project Name: _____

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	William Horton/John Williams
SBMC Project Assistant	Tina Lundy
Architect	Sweet Sparkman Architects, Inc. Todd Sweet, AIA, LEED, AP
Consulting Engineers	ZNS Engineering Nathan Kragt, P.E.
Structural Engineer	Hees & Associates, Inc Karl Hees, P.E., S.E., S.I.
Mechanical Engineer	Engineering Matrix Carrie Anne Tyson, P.E.
Electrical Engineer	Engineering Matrix Carrie Anne Tyson, P.E.
Construction Manager	Creative Contractors, Inc. Van Mitchell
SBMC Instructional Member	Laura Campbell, Principal
SAC Member	To Be Determined

EXHIBIT E

PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) REPORT FORMAT

The purpose of this report is to share high level project information with the Owner. CM will provide one (1) hard copy and one (1) electronic copy of the PMIS with each application for payment.

1. Cover Sheet

   - Project Name
   - Construction Team
   - Date of Report

2. Executive Summary

   - Brief Project Description
   - Summary of Status of Job

3. Contract Cost Status

   - Contract Amendments and Change Orders
   - Direct Material Purchasing Status/Sales Tax Savings
   - Unforeseen Conditions Fund (Expenditures and Balance)
   - Allowances (Expenditures and Balance)

4. Project Schedule

   - Updated Progress Schedule

5. Critical Issues

   - Any Project items requiring prompt attention or action

6. Subcontractor/Vendor Listing

   - Subcontract Commitment Status

7. Progress Photographs

   - Aerial photos
   - Other Photos include dated photographs to provide a visual representation of work in place.

EXHIBIT F

A. Project Description:

The Project scope of work includes but is not limited to, a campus-wide renovation. Included in this project are required site improvements, improve traffic queuing, roof replacement, cabinetry and millwork as needed, doors and windows, painting, acoustical tile, flooring (VCT and carpet), building signage, plumbing, new mechanical system, upgrade to LED lighting throughout the campus, security upgrades to include fencing and Administration/Reception Areas and removal of portables.

AGENDA ITEM NO. 10.28

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Witt Elementary School - Renovations and Addition - Substantial Completion, No Financial Impact

Executive Summary
The purpose of the requested action is to acknowledge acceptance of Witt Elementary School - Renovations and Addition - Substantial Completion on August 6, 2021.

Substantial Completion is defined as the facility being sufficiently completed so that it can be utilized for its intended purpose. Substantial Completion Certificates require Board approval. There is no fiscal impact or additional budget requirement for the Board to acknowledge that the project is Substantially Complete.

Witt Elementary School Summary Sheet is attached for reference.

This project does not require an Educational Plant Survey.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of Witt Elementary School - Renovations and Addition - Substantial Completion, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Witt ES Reno & Add Summary Sheet
Witt ES Reno and Add Substantial Completion

Witt Elementary School Renovations and Addition

PROJECT DIRECTOR: Reginald Goff

ARCHITECT/ENGINEER:	Williamson Dacar Associates, Inc		Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	Halfacre Construction Company		Selected through the Request for Qualifications process
BUILDING OFFICIAL:	GFA International, Inc.		Currently on the District's Continuing Contracts List
PROJECT BUDGET:	$	23,400,000.00	(12/10/19) Revised Project Budget (Board Approved)
	$	20,400,000.00	(9/25/18) Revised Project Budget (5 Year Capital Plan)
	$	17,000,000.00	(4/10/18) Original Project Budget

HISTORY: The school was constructed in 1994 and currently houses 751 permanent student stations and 66 relocatable student stations. A covered picnic area was added to the school in 2001 and facility lighting enhancements were conducted by FPL in 2007. In 2008, the chillers were replaced.

SCOPE: This scope of work includes, various building upgrades, roof replacement with enhanced structural components, LED lighting, updated heating ventilation/air conditioning (HVAC), relocating Building 1 above ceiling heating ventilation/air conditioning equipment to ground level mechanical closets, interior finishes, and various sitework improvements. This project also includes, development of the adjacent parcel for additional onsite vehicle queuing with enhanced traffic and parking, additional playfield area and an 8-classroom wing addition. New Chillers, new electrical service, relocating playgrounds 100-year flood plain mitigation, new plumbing fixtures, reconfiguration of the Administration area, expansion of the cafeteria, and reconfiguring the media center, cctv studio and art lab.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 12, 2017	Approved	
Agreement:	$ 1,095,000.00	April 10, 2018	Approved	Architectural / Engineering Services
Phase I Plans:	$0	November 13, 2018	Approved	Schematics Design
Letter of Commitment:	$0	November 13, 2018	Approved	Second Letter
Amendment 1:	$ 195,000.00	December 11, 2018	Approved	Add'l Arch/Eng Svc
Phase II Plans:	$0	February 12, 2019	Approved	Third Letter
Letter of Commitment:	$0	February 12, 2019	Approved	Design Development
Phase III Plans:	$0	December 10, 2019	Approved	Construction Documents
TOTAL	$ 1,290,000.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 12, 2017	Approved	
Agreement:	$ 157,415.00	April 10, 2018	Approved	Pre-Construction Services
Letter of Commitment:	$0	November 13, 2018	Approved	Second Letter
Letter of Commitment:	$0	February 12, 2019	Approved	Third Letter
Amendment 1:	$ 3,632,186.00	March 12, 2019	Approved	Partial GMP - Sitework & Procurement of Equipment
Change Order 1:	$ (386,005.04)	October 22, 2019	Approved	Deduct Direct Materials Purchased
Change Order 2:	$ (23,396.80)	October 22, 2019	Approved	Deduct Sales Tax Savings
Amendment 2:	$ 16,490,199.00	December 10, 2019	Approved	GMP
Change Order 3:	$ (1,199,275.85)	August 11, 2020	Approved	Deduct Direct Materials Purchased
Change Order 4:	$ (72,356.55)	August 11, 2020	Approved	Deduct Sales Tax Savings
Change Order 5:	$ (156,570.53)	December 8, 2020	Approved	Deduct Direct Materials Purchased
Change Order 6:	$ (9,644.24)	December 8, 2020	Approved	Deduct Sales Tax Savings
Change Order 7:	$ (245,367.57)	May 25, 2021	Approved	Deduct Direct Materials Purchased
Change Order 8:	$ (14,822.06)	May 25, 2021	Approved	Deduct Sales Tax Savings
Change Order 9:	$ 22,388.57	January 11, 2022	Approved	Direct Materials Purchase Reconciliation
Change Order 10:	$ 1,343.32	January 11, 2022	Approved	Sales Tax Savings Reconciliation
Change Order 11:	$ 765.24	May 10, 2022	Approved	Direct Materials Purchase Reconciliation
Change Order 12:	$ 45.95	May 10, 2022	Approved	Sales Tax Savings Reconciliation
Substantial Completion:	$0	July 26, 2022	Pending	Substantial Completion (8/6/2021)
TOTAL	$ 18,196,904.44			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	November 14, 2017	Approved	
Agreement:	$ 48,000.00	September 10, 2018	N/A	Plans Review, Permitting & Inspections Services
TOTAL	$ 48,000.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Workshop Presentation:	$0	October 8, 2019	n/a	Witt ES Project Review
Easements:	$0	Date		
Utility Connections:	$0	Date		
Utility Agreements:	$0	Date		
Interlocal Agrmts:	$0	Date		
TOTAL	$0.00			

SUBSTANTIAL COMPLETION

Project: Witt Elementary Renovations & Additions
Location: 200 Rye Road East
Bradenton, FL 34212

Project Number: 17-3982

Contract Date: 4/11/18

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

AE: Williamson Design Associates
15500 Lightwave Dr., Suite 106
Clearwater, FL 33760

CM: Halfacre Construction Company
7015 Professional Parkway
Sarasota, FL 34240

Date of Issuance: 8/6/21

Project or Designated Portion shall include:

Renovation and Addition for Bldgs. 1, 2, 3, 5, 6, 7 & 8

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as:

08/06/2021

which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below:

Bldg.4 - Covered Play Shelter - Warranty Start 2/25/22

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Refere to attached Substantial Completion Punch Lists

WilliamsonDacar Associates		6.10.22
ARCHITECTURAL FIRM	BY	DATE

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) 45 days from the above date of Substantial Completion.

HALFACRE CONSTRUCTION COMPANY		6-2-22
CONTRACTOR	BY	DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 5:00pm (time) on 8/6/21 (date).

SCHOOL BOARD OF MANATEE COUNTY		
OWNER	BY	DATE

The CM shall provide security, maintenance, utilities, repairs to damage to the Work and insurance until completion of the attached punchlist(s). If there are no punchlist(s) attached, the Owner will assume these items at the SC date.

Reginald Scott (Jun 29, 2022 08:21 EDT) 06/29/2022

William Hunter, J 06/29/2022

AGENDA ITEM NO. 10.29

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Use of the School Board of Sarasota County Bid on Signage-Provide and Install, SDMC No. 23-0050-MR, Continued Procurement with Vendor, Estimated in the Amount of $650,000.00

Executive Summary
The District is requesting approval to use the School Board of Sarasota County bid #22-0203 for signage-provide and install. This contract allows for the fabrication and delivery of ADA-compliant regulatory signage and/or LED informational signage. A District strategic goal is to make every sign an electronic message center. This is the second year and last phase of the strategic plan initiative to complete replacement signage at Daughtrey Elementary, Gullett Elementary, Manatee Elementary, McNeal Elementary, Nolan Middle, Miller Elementary, Palma Sola Elementary, Stewart Elementary, Johnson K-8, Horizon, and Harllee.

The requested contract is for the period of July 27, 2022 through June 7, 2023. This bid is for a period of one year with the option to renew two additional 1-year periods.

Vendors agreed to extend the pricing to the School District of Manatee County under the same terms and conditions as the School Board of Sarasota County bid. Copies of the proposal specifications and pricing are on file in the purchasing department.

Historical expenditures are as follows:
Fiscal Year to Date 2021-2022: $450,781.49
Fiscal Year 2020-2021: $197,867.35

Subsection 6A-1.012(6) F.A.C. (5) allows school boards to purchase from existing bids of other public entities upon agreement by the awarded vendor(s).

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow.

School Board of Sarasota County awarded their bid to:

H & H Sign Inc., Venice, FL, Florida Document No. P96000095088
I2 Visual Inc., Fort Myers, FL, Florida Document No. P11000019027
Robson Corporation, Sarasota, FL, Florida Document No. J07017

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of the use of the School Board of Sarasota County bid on signage-

provide and install, SDMC No. 23-0050-MR, continued procurement with vendor, estimated in the amount of $650,000.00.

Financial Impact

The funding source for this annually estimated expenditure is Local Capital Improvements and is included in the Maintenance, Operations & Central Distribution Warehouse Department's proposed budget for 2022-2023.

Contact

Submitting Departments: Maintenance, Operations & Central Distribution Warehouse and Purchasing
Initiated By: Todd Henson and Ruth Gruett

Attachments:
Award tabulation 22-0203ITB
Signage_22-0203ITB
23-0050-MR - H AND H
23-0050-MR - I2 VISUAL
23-0050-MR - ROBSON CORPORATION

Materials Management
Purchasing Department
101 Old Venice Road, Osprey, FL 34229
Phone 941-486-2183 ▪ Fax 941-486-2188
SarasotaCountySchools.net

SCHOOL BOARD APPROVED 06/07/22 AGENDA ITEM NO. 35

MEMORANDUM

TO: **Members of the School Board**
Dr. Brennan Asplen III, Superintendent
Bonnie Penner, Assistant Superintendent Chief Financial Officer

FROM: **Tracy Brizendine, Director of Materials Management**

TITLE: **APPROVAL TO AWARD BID #22-0203 FOR SIGNAGE – PROVIDE AND INSTALL**

Bids to provide 'Signage – Provide and Install' were received from three vendors on May 11, 2022. The bids of H&H Signs, Inc., i2 Visual, Inc., and Robson Corporation were the best low bids meeting the advertised specifications based on a sealed scenario. Reasons for not selecting the apparent low bid were included with the bid tabulation. This bid is for a period of one year with an option to renew for two additional one-year periods. The funds for these purchases are contained in the budget allocated to the Facilities Services Department.

Requested by:
Don Hampton

"Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest 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."

Posting Date: 5/31/22

Financial Impact:
Not to exceed:
$400,000.00

Recommended Motion: That the bids of H&H Signs, Inc., i2 Visual, Inc., and Robson Corporation for 'Signage – Provide and Install' in an amount not to exceed $400,000.00 be approved as presented.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Tabulation for Signage - Provide and Install - Bid #22-0203 Opened May 11, 2022 at 2:00 p.m.

		H & H Signs, Inc.			i2 Visual, Inc.			Robson Corporation		
Item #	Sign Type/Description	**Price**	**Unit**	**Minimum Sign Cost**	**Price**	**Unit**	**Minimum Sign Cost**	Price	Unit	Minimum Sign Cost
ADA COMPLIANT Signage, Exterior Grade										
1	Acrylic, Fused & embedded, ADA compliant, raised text, and Grade II Braille.	**$1.35**	**sq. in.**	**$23.00**	**$0.95**	**sq. in.**	**$10.00**		sq. in.	
AWARD Sign										
2	Acrylic award plaque; printed 1/8" on first surface panel, over second 1/16" backer/border plate, hanger wire.	**$0.77**	**sq. in.**	**$42.00**	**$0.95**	**sq. in.**	**$10.00**		sq. in.	
INFORMATIONATIONAL & DIRECTIONAL Signage, Exterior Grade										
3	Engraved, informational acrylic, surface.	**$0.80**	**sq. in.**	**$16.00**	**$0.75**	**sq. in.**	**$4.00**		sq. in.	
4	Engraved, informational acrylic, sub-surface.	**$0.98**	**sq. in.**	**$19.00**	**$0.85**	**sq. in.**	**$6.00**		sq. in.	
5	Printed with UV clear laminate on PVC/aluminum composite sign board, with UV clear laminate.	**$0.40**	**sq. in.**	**$17.00**	**$0.25**	**sq. in.**	**$5.00**		sq. in.	
6	Printed back peel sticker; Sizes 24 sq. in (i.e., 4" x 6") to 40 sq. in (i.e., 4" x 10")	**$0.20**	**sq. in.**	**$4.00**	**$0.25**	**sq. in.**	**$1.00**		sq. in.	
7	Printed back peel sticker; Sizes 41 sq. in (i.e., 4" x 12") to 10 sq. in (i.e., 10" x 10")	**$0.18**	**sq. in.**	**$8.00**	**$0.25**	**sq. in.**	**$2.00**		sq. in.	
8	1/2" thick HDPE (High density polyethylene), 3ply/colors, routed recessed text, single sided, (i.e., similar to Poly-Rout®, maintenance free sign), exterior use.	**$0.38**	**sq. in.**	**$28.00**	**$0.50**	**sq. in.**	**$45.00**		sq. in.	
9	3/4" thick HDPE (High density polyethylene), 3ply / colors, routed recessed text, double sided, (i.e., similar to Poly-Rout®, maintenance free sign), exterior use.	**$0.50**	**sq. in.**	**$56.00**	**$0.75**	**sq. in.**	**$60.00**		sq. in.	
NON-REFLECTIVE, Custom Text. Printed with UV clear laminate on .080 Aluminum sign board, radius corners.										
10	Various custom text 12" x 12", printed on .080 aluminum sign board, with UV clear laminate.	**$36.00**	**each**	**$26.00**	**$15.00**	**each**	**$15.00**		each	
11	Various custom text 12" x 12", printed on 3mil PVC/ aluminum composite sign board, with UV clear laminate (similar to Die-Bond).	**$28.00**	**each**	**$28.00**	**$15.00**	**each**	**$15.00**		each	
12	Various custom text 12" x 18", printed on .080 aluminum sign board, with UV clear laminate.	**$44.00**	**each**	**$44.00**	**$20.00**	**each**	**$20.00**		each	
13	Various custom text 12" x 18", printed on 3mil PVC/aluminum composite sign board, with UV clear laminate (similar to Die-Bond).	**$36.00**	**each**	**$36.00**	**$20.00**	**each**	**$20.00**		each	

Tabulation for Signage - Provide and Install - Bid #22-0203 Opened May 11, 2022 at 2:00 p.m.

		H & H Signs, Inc.			i2 Visual, Inc.			Robson Corporation		
Item #	Sign Type/Description	**Price**	**Unit**	**Minimum Sign Cost**	**Price**	**Unit**	**Minimum Sign Cost**	Price	Unit	Minimum Sign Cost
14	Various custom text 18" x 24", printed on .080 aluminum sign board, with UV clear laminate.	**$67.00**	**each**	**$67.00**	**$45.00**	each	**$45.00**		each	
15	Various custom text 18" x 24", printed on 3mil PVC/aluminum composite sign board, with UV clear laminate (similar to Die-Bond).	**$62.00**	**each**	**$62.00**	**$45.00**	**each**	**$45.00**		each	
REFLECTIVE, custom text. Printed with UV clear laminate on .080 REFLECTIVE, aluminum or 3 mil PVC composite sign board, radius corners.										
16	Various custom text 12" x 12", printed on .080 aluminum sign board, with UV clear laminate.	**$38.00**	**each**	**$38.00**	**$20.00**	**each**	**$20.00**		each	
17	Various custom text 12" x 12", printed on 3mil PVC/aluminum composite sign board, with UV clear laminate (similar to Die-Bond).	**$30.00**	**each**	**$30.00**	**$20.00**	**each**	**$20.00**		each	
18	Various custom text 12" x 18", printed on .080 aluminum sign board, with UV clear laminate.	**$48.00**	**each**	**$48.00**	**$30.00**	**each**	**$30.00**		each	
19	Various custom text 12" x 18", printed on 3mil PVC/aluminum composite sign board, with UV clear laminate (similar to Die-Bond).	**$40.00**	**each**	**$40.00**	**$30.00**	**each**	**$30.00**		each	
20	Various custom text 18" x 24", printed on .080 aluminum sign board, with UV clear laminate.	**$79.00**	**each**	**$79.00**	**$60.00**	**each**	**$60.00**		each	
21	Various custom text 18" x 24", printed on 3mil PVC/aluminum composite sign board, with UV clear laminate (similar to Die-Bond).	**$69.00**	**each**	**$69.00**	**$60.00**	**each**	**$60.00**		each	
Banners: sewn hems, no maximum number of grommets per banner, 13 oz, single sided, full color.										
22	Banners, per square foot.	**$5.00**	**sq. ft.**	**$46.00**	**$8.00**	**sq. ft.**	**$30.00**		sq. ft.	
MISCELLANEOUS/LABOR										
23	One time art fee for each new order with NEW layout; not for re-orders of previous designs.	**$50.00**	**each**	**$ 20.00**	**$75.00**	**each**	**$75.00**		each	
24	Labor/Installation; hourly rate for install of above signs and maintenance of signs.	**$90.00**	**hour**	**$ 180.00**	**$95.00**	**hour**	**$95.00**		hour	

Tabulation for Signage - Provide and Install - Bid #22-0203 Opened May 11, 2022 at 2:00 p.m.

			H & H Signs, Inc.		i2 Visual, Inc.		Robson Corporation	
LED signs, pedestal and monument to include labor for installation (electrical and concrete provided by others, not part of bid price). Provide double faced/single faced LED signage for sizes listed below or indicate dimension of sign. Please price signs as full color and/or shaded LED signs.			Provide full color price, dimension, & circle brand		Provide full color price, dimension, & circle brand		**Provide full color price, dimension, & circle brand**	
25	Sign Option A	Approximately 13' 10" X 7' 6" or approved dimension.	105 sf					
		Indicate sign dimension in space provided to right.			13' 9" x 7' 3"		**6' 4" x 7' 6" x 13' 10"**	
		Type: double faced	$58,000.00	DF	$36,470.00		**$27,842.00**	
		Brand: (circle) Optec Watchfire Daktonics Robson or indicate approved alternate in space provided to right.	Optec		We are a preferred vendor for Optec, Watchfire and Daktronics		**Robson**	
26	Sign Option B	Approximately 12' 4" X 7' 6" or approved dimension.	90 sf					
		Indicate sign dimension in space provided to right.			12' 4" x 7' 4"		**6' 4 " x 7' 6" x 12' 4"**	
		Type: double faced	$55,000.00	DF	$28,165.00		**$23,962.00**	
		Brand: (circle) Optec Watchfire Daktonics Robson or indicate approved alternate in space provided to right.	Optec		We are a preferred vendor for Optec, Watchfire and Daktronics		**Robson**	
27	Sign Option C	Approximately 8' 0" X 7' 6" or approved dimension.	60 sf				**4' 6" x 7' 6" x 8'**	
		Indicate sign dimension in space provided to right.			8' x 7' 3"			
		Monument Type: double faced	$45,000.00	DF	$21,898.00		**$17,795.00**	
		Monument Type: single faced	$30,000.00	SF	$21,409.00		**$13,346.00**	
		Brand: (circle) Optec Watchfire Daktonics Robson or indicate approved alternate in space provided to right.	Optec		We are a preferred vendor for Optec, Watchfire and Daktronics		**Robson**	
OPTIONAL VANDAL COVER			Price per square foot		Price per square foot		**Price per square foot**	
28	Optional vandal cover for LED (square foot price)		$39.00		$25.00		**$30.00**	

Tabulation for Signage - Provide and Install - Bid #22-0203 Opened May 11, 2022 at 2:00 p.m.

		H & H Signs, Inc.	i2 Visual, Inc.	Robson Corporation
PARTS/MATERIALS & SERVICE (For service work above and beyond warranty and normal installation)		**Mark-up**	**Mark-up**	**Mark-up**
29	Parts/materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARKUP of parts/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 parts/materials invoice from the Contractor's supplier must be included with all billings to the SBSC for materials. Note: During a declared disaster situation no mark-up will be permitted, only actual cost of parts/materials.	**10%**	**10%**	**10%**
LABOR		**Price per hour**	**Price per hour**	**Price per hour**
30	Hourly rate for standard working hours, above and beyond the normal installation that is included with the bid pricing. (Monday through Friday from 7:00 A.M. to 5:00 P.M.).	**$90.00**	**$95.00**	**$95.00**
31	Hourly rate for non-standard working hours, above and beyond the normal installation that is included with the bid pricing. (Monday through Friday prior to 7:00 A.M. and after 5:00 P.M., and Saturday and Sunday).	**$160.00**	**$135.00**	**$125.00**
32	Hourly labor rate for standard working hours for service and maintenance, exclusive of warranty. (Monday through Friday from 7:00 A.M. to 5:00 P.M.).	**$90.00**	**$95.00**	**$95.00**
33	Hourly labor rate for non-standard working hours for service and maintenance, exclusive of warranty. (Monday through Friday prior to 7:00 A.M. and after 5:00 P.M., and Saturday and Sunday).	**$160.00**	**$135.00**	**$125.00**

Tabulation for Signage - Provide and Install - Bid #22-0203 Opened May 11, 2022 at 2:00 p.m.

		H & H Signs, Inc.	i2 Visual, Inc.	Robson Corporation
RENTAL EQUIPMENT		**Mark-up**	**Mark-up**	**Mark-up**
34	Rental shall be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARKUP 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 SBSC for rentals. Note: During a declared disaster situation no mark-up will be permitted, only actual cost of rental equipment.	**10%**	**10%**	**10%**
SUBCONTRACTED SERVICES		**Mark-up**	**Mark-up**	**Mark-up**
35	Subcontracted services are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARKUP 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 SBSC for subcontracted services. Note: During a declared disaster situation no mark-up will be permitted, only actual cost of subcontracted services.	**10%**	**10%**	**10%**
Delivery or Completion _____ calendar days after receipt of PO.		**7-14 calendar days**	**60***	**30 days or less including permitting time**
Notes			***This time frame would be for LED electronic marquee and monument signs only. All other signs would have 7-10 delivery after approval of art.**	
Contact		**John T. Hinshaw**	**John Hose**	**Grant Vosburg**
Address		**426 E. Venice Ave.**	**1606 Benchmark Ave.**	**2231 Whitfield Park Loop**
		Venice, FL 34285	**Fort Myers, FL 33905**	**Sarasota, FL 34243**
Phone		**941-485-0556**	**239-687-3223**	**941-580-7737 (Cell)**
Fax		**941-484-8933**		
Federal ID#		**65-0710696**	**27-5113425**	**59-2655819**
Email		**JOHN@HHSIGNS.COM + ALI@HHSIGNS.COM**	**sales@i2visual.com**	**Grantv@robsoncorp.com Grantv6464@yahoo.com**
		Recorded by: Maria Hernandez-Ron		Witnessed by: Connie Troyer

THE SCHOOL BOARD OF SARASOTA COUNTY FLORIDA
JUSTIFICATION OTHER THAN LOW BIDDER

Signage - Provide and Install - Bid #22-0203 Opened May 11, 2022 at 2:00 p.m.

Item #	Vendor	Description
28	i2 Visual Inc.	Awarded to Robson Corporation for overall low bid in the LED section.

This document has been prepared with Adobe Acrobat Pro DC 2019. If you have an older version of Acrobat and experience difficulty reading the downloaded document, you may need to download a current version from Adobe.com.

Sarasota County School Board has partnered with VendorLink, a user-friendly, internet portal that allows vendors to view and download solicitations at no cost, provides electronic registration at https://www.myvendorlink.com/common/register.aspx, and automatic notification of solicitation opportunities. All proposers will be required to register with basic information about their business to select specific commodity codes for the goods and service they provide.

Please Note:
From time to time, addenda may be issued to this solicitation. Any such addenda will be posted at www.myvendorlink.com

If you obtain our solicitation documents from any other source, we cannot guarantee that you will automatically receive subsequent notifications of addendums by email. In order to assure that you are automatically notified, you must visit the VendorLink website to open and download the documents. The district will not be responsible if you fail to receive any and all addendums if you obtain the original documents from another source.

Written questions regarding **SIGNAGE - PROVIDE AND INSTALL – BID #22-0203** are due prior to **2:00 p.m. EST on April 27, 2022**. Written questions must be submitted by mail, fax or e-mail to:

Kayla Brewster, Buyer
Materials Management
The School Board of Sarasota County, Florida
101 Old Venice Road
Osprey, FL 34229
Fax: 941-486-2188
Email: kayla.brewster@sarasotacountyschools.net

Following School Board action we will provide all respondents with the tabulation and award documents via email.

NOTICE TO PROPOSERS

DELIVERY OF OVERNIGHT PACKAGES DOES NOT ALWAYS OCCUR TO:

THE SCHOOL BOARD OF SARASOTA COUNTY
OSPREY, FLORIDA, 34229

Your solicitation will not be considered if not received prior to stated solicitation opening date and time.

Please cut along the borderline and attach this "Sealed Solicitation" label to the outside of your solicitation response package.

SEALED SOLICITATION - D O N O T O P E N---SEALED SOLICITATION - D O N O T O P E N

From: _____

Address: _____

_____

Deliver To: Purchasing Office
The School Board of Sarasota County, Florida
101 Old Venice Road
Osprey, Florida 34229

TITLE: SIGNAGE - PROVIDE AND INSTALL – BID #22-0203

SOLICITATION TO BE OPENED ON: May 11, 2022 AT: 2:00 P.M. EST

SEALED SOLICITATION - D O N O T O P E N---SEALED SOLICITATION - D O N O T O P E N

MATERIALS MANAGEMENT
PURCHASING DEPARTMENT
101 Old Venice Road, Osprey, FL 34229
941-486-2183 ▪ Fax 941-486-2188
SarasotaCountySchools.net

INVITATION TO BID

ISSUE DATE: April 20, 2022

SOLICITATION TITLE: Signage - Provide And Install – Bid #22-0203

SUBMITTALS MUST BE RECEIVED AND TIME STAMPED PRIOR TO: May 11, 2022 at 2:00 p.m. EST

SEALED SOLICITATION: Sealed solicitations will be received in the Purchasing Office of the Materials Management Department until the date and time as indicated above. Solicitations will be opened and recorded. All offerors and the general public are invited to attend. All solicitations shall be submitted in sealed packages and mailed or delivered to the School Board of Sarasota County, Purchasing Office, 101 Old Venice Road, Osprey, Florida 34229. The outside of the package shall plainly identify the submittal by: TITLE, TIME AND DATE OF SOLICITATION OPENING. It is the sole responsibility of the offeror to ensure that their submittal reaches the Purchasing Office before the closing date and hour as shown above. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of the contract.

Solicitations received after the scheduled time for opening will not be considered. Any solicitation packages received late will be returned to the sender unopened at their expense**.**

POSTING: Recommended awards will be posted at the Purchasing Office and on the School District website: www.sarasotacountyschools.net/departments/purchasing and www.myvendorlink.com on or about: May 31, 2022.

BOARD ACTION DATE: Results will be presented for Board action at 1960 Landings Boulevard, Sarasota, Florida, at 6:00 p.m. EST on: June 7, 2022

Chapter 120 Florida Statutes: Recommended awards will be posted for review by interested parties at the location where submittals were opened and remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by School Board Rule 7.701, within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Copies of this procedure are available from the Materials Management Department.

Please indicate in the space provided whether or not your company meets the drug-free workplace certification. This information is required to determine tie procedures as outlined in the ITB specifications.

_____ **Does** meet drug-free workplace certification.
_____ **Does not** meet the drug-free workplace certification.

Prices are firm for re-orders for 12 months after award of ITB.
DELIVERY OR COMPLETION _____ calendar days after receipt of purchase order.

CERTIFICATION

The proposer hereby agrees that he/she read and thoroughly understands the terms, conditions and specifications as contained in this solicitation, and further, the items of material, or services offered meet the required minimum specifications, to provide the services and/or items, at the prices proposed, pursuant to the requirements of this document. By signing, "I have read, understand, and agree to all terms and conditions herein and as proposed."

Company Name	Address
Proposer's Printed Name	City
Proposer's Signature	State Zip
Title	Telephone
Date	Fax
Federal I.D. Number	Email

INVITATION TO BID

This solicitation, General Conditions, Instructions to Offerors, Special Conditions, Specifications, Addenda and/or any other pertinent documents form a part of this solicitation and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of this solicitation to secure submittals for services as listed herein for the School Board of Sarasota County, Florida, hereinafter called the School Board. Services shall be provided by the approved offeror, hereinafter called the Contractor.

CONTRACT TERMS:

a. A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida.
b. Contractors providing service under this contract assure the School Board that they are conforming to and otherwise complying with the following, as applicable:
    1. The Civil Rights Act of 1964, as amended.
    2. Clean Air and Water Pollution Acts, 42 U.S.C. 7401-7671q.
    3. Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
    4. Executive Order 11738.
    5. EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
    6. Federal, state and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment and 2CFR 200.317 – 200.326, if applicable.
    7. Energy Policy and Conservation Act, 42 U.S.C. 6201.
    8. Funding Agreement (Rights to Inventions) 37 CFR Part 401.
    9. Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.
    10. Equal Employment Opportunity, 41 CFR Part 60.
    11. Copeland “Anti-Kickback” Act, 40 U.S.C. 3145, as supplemented by the 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”.)
    12. Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5), as applicable.
c. State sales and use tax certificates of exemption forms will be issued upon request. No tax fee shall be included in prices.
d. The Contractor shall retain all books, records and other documents relative to this contract for three years after final payment. The School Board, its authorized agent and/or state/federal representative shall have full access to and right to examine any of said materials at any time. If an investigation or audit is in progress, records shall be maintained until all matters regarding said records are closed.

By signing this contract, the Contractor certifies that it is in compliance with, and/or will comply with, the aforementioned terms specifically mentioned, as well as all other municipal, county, state and federal requirements and regulations.

CONTRACT DURATION: The duration of a contract resulting from this solicitation shall be for a period indicated in specifications with the option to renew for two additional one-year periods based on mutual agreement of both parties, unless otherwise specified.

CONTRACT DEFAULT: In the event the Contractor fails to enter into a contract with the School Board on the basis of the submittal, such action shall constitute a default of this agreement. Further default may be declared by the School Board if the Contractor violates the terms of the submitted document in any manner. Upon default of this agreement and/or any agreement resulting from this agreement, the School Board shall be entitled to pursue all remedies available at law and/or in equity, including, but not limited to, the recovery of damages equaling the difference of the submitted price and the price the School Board subsequently pays to secure performance from other sources. Damages may be assessed and deducted against any funds due and owing to the Contractor.

In the event any litigation occurs between the parties as a result of the contract, the prevailing party shall be entitled to recover reasonable attorney’s fees and court costs for any such action.

At the discretion of the School Board, any Contractor found in default of this agreement and/or any agreement resulting from this agreement, shall be removed from the Contractor list for a period of up to three (3) years from the date of said default. Default under this agreement and/or any other agreement(s) in which the School Board has contracted with the Contractor, may also, at the discretion of the School Board, result in termination of any other such agreement(s).

EXTENSION OF CONTRACT: Prior to the expiration of any contract resulting from a successful submittal, the School Board, at its discretion, may require an extension of said contract for a period, which shall not exceed the original termination date by more than 90 days. The price in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

TERMINATION OF CONTRACT: This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Materials Management or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of these terms. The Contractor shall have a period of time, as determined by the School Board, to remedy any noncompliance to offered terms and specifications. The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board. The School Board delegates the authority to terminate the contract to the Superintendent or designee. At the discretion of the School Board, the Contractor may be removed from future solicitation opportunities for a period up to three (3) years.

PUBLIC ENTITY CRIMES: Per the provisions of Florida Statute 287.133(2)(a), "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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list."

The Offeror certifies, by submission and signature of this solicitation, that neither the offeror, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

FEDERAL DEBARMENT CERTIFICATION: Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).

a. The prospective lower tier participant certifies, by submission and signature of this submittal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
b. 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 solicitation.

LOBBYING: Contractors are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this solicitation. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract. Any Contractor or any individuals that lobby on behalf of the Contractor during the time specified will result in rejection or disqualification of said solicitation.

BYRD ANTI-LOBBYING AMENDMENT: Contractors that apply or propose for an award of $100,000 or more must file the required certifications. 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 with 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.

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: In accordance with Section 287.135 of the Florida Statutes, "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more." This company is not participating in a boycott of Israel such that it 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. Section 215.473 defines a company, or affiliates of such entities or business associations, that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those

related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473 and is not engaged in business operations in Cuba or Syria or has not been complicit in the genocidal campaign in Darfur. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Cuba or Syria or has not been complicit in the genocidal campaign in Darfur. The School Board may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on one of the aforementioned lists.

FLORIDA PREFERENCE: Pursuant to Florida Statute 287.084, award recommendations shall make appropriate adjustments to pricing when considering bids from bidders having a principal place of business outside the State of Florida. If applicable, all bidders must complete and submit the Bidder's Statement of Principal Place of Business form with the response to this solicitation. Failure to comply shall render a bid non-responsive to the terms of this solicitation. This preference does not apply to purchases using Federal Funds.

THE U.S. DEPARTMENT OF AGRICULTURE'S "BUY AMERICAN" PROVISION: Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the programs. The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, **substantially** using agriculture commodities that are produced in the United States.

The word "substantially" is defined as over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

MINORITY, SMALL, AND WOMEN OWNED BUSINESSES: Sarasota Schools 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.

BACKGROUND SCREENING: As required by The Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any Contractors' employees/independent Contractors or Subcontractors' employees/independent Contractors **will have access to school grounds when students are present, have direct contact with students, or have access to control of school funds,** such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s. 1012.465, Florida Statutes]

The requirements of this law must be met in order for the School Board to contract with your company. By responding to this solicitation, you agree to abide by all Sarasota County School Board policies and procedures regarding The Jessica Lunsford Act. There is a fingerprinting fee associated with these procedures. Refer to the School Board website www.sarasotacountyschools.net, Jessica Lunsford Act. This website is updated as policies and procedures are put in place.

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 Contractors' employees/independent Contractors or its Subcontractors' employees/independent Contractors will not be tolerated on School Board property. If any employee/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 Board property, said employee/independent contractor shall be removed and terminated from the project by the Contractor. If a Subcontractor fails to terminate said employee/independent Contractor, the Contractor shall terminate its agreement with the Subcontractor for the project. If the Contractor fails to terminate said employee/independent Contractor or fails to terminate the agreement with the Subcontractor who fails to terminate said employee/independent Contractor, this Contract may be terminated by the School Board.

DISCRIMINATION: Any entity or affiliate who has been placed on the Florida State's discriminatory offeror list may not submit an offer on a contract to provide goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit an offer on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

SAFETY DATA SHEET: The manufacturer, importer, or distributor of a toxic substance will provide a safety data sheet with his/her offer.

SAFETY PRECAUTIONS: The Contractor shall be responsible for the provision of adequate and proper safety precautions for the workmen and all persons in or around the work area.

OCCUPATIONAL SAFETY HAZARDS ACT REQUIREMENTS: The offeror certifies that all material, equipment, etc., contained in this offer meets all Occupational Safety Hazards Act (OSHA) requirements. The offeror further certifies that, if he/she is the successful Contractor, and the material, equipment, etc., delivered is subsequently found to be in non-compliance with any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with aforementioned requirements shall be borne by the Contractor. Failure of the Contractor to bring any and all material, equipment, etc., contained in a particular offer, in conformity with all OSHA requirements, shall constitute default under this agreement.

PERSONAL INJURY AND PROPERTY DAMAGE: The Contractor assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.

PURCHASE ORDER AGREEMENT: This solicitation, offer, and the purchase orders issued hereunder constitute the entire agreement between the School Board and the Contractor awarded the solicitation. No modification of this solicitation shall be binding on the School Board or the offerors unless mutually agreed upon in writing by the parties. A minimum of 30 days must be allowed after School Board approval to receive a purchase order if awarded the solicitation.

PURCHASE BY OTHER PUBLIC AGENCIES: With the consent and agreement of the Contractor(s), purchases may be made under this solicitation by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

SUBMISSION AND RECEIPT OF SOLICITATIONS:

a. Unless otherwise specified, offerors must use the form(s) furnished by the School Board. Failure to do so may cause the submittal to be rejected.
b. Original solicitations shall include all required attachments and requested documentation.
c. Submittals shall be typewritten or completed in ink.
d. Erasures are not acceptable on submittals. If changes are necessary, strike out or draw a line through the incorrect price and write the correct price above. **The offeror must initial all changes**.
e. Submittals must be signed in ink by an officer or employee having the authority to bind the company or firm.
f. The School Board will receive sealed submittals until the date and time indicated on the solicitation cover. Submittals must be delivered to the Purchasing Office at the stated address and will be opened at the stated time. The outside of all submittals must be clearly marked with the solicitation name and opening date. Submittals received in unidentifiable envelopes are sent at the offeror's risk. Submittals received after the date and time of the solicitation opening will be date stamped and returned to the offeror at their expense**. It will be the offerors' responsibility to get the submittal to the correct location on time.**
g. For purposes of evaluation, the offeror must indicate any variances from specifications. If variations are not stated in the submittal, it will be assumed that the product or service fully complies with the specifications.
h. Conflict of interest: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All offerors must disclose with their submittal the name of any officer, director or agent who is also an employee of the School Board.

SUBMITTAL OF A SOLICITATION: The submittal of a solicitation shall constitute an irrevocable offer to contract with the School Board in accordance with the terms of said solicitation. The offer may not be withdrawn or altered until or unless rejected or not accepted by the School Board except as provided below. Accuracy of all prices and statements contained in the submittal is the responsibility of the offeror, and no change or cancellation thereof may be made. The Director of Materials Management or designee reserves the right to ask the offeror for clarification. In addition, purchasing staff will review the line-by-line prices. Accuracy of additions and extensions, brands and compliance with all instructions will be reviewed in order to ascertain that the offer is made in accordance with the terms of the solicitation. School officials who find any errors in calculations will make adjustments and corrections. Offerors shall normally be held to their submittal but in the event of an error or if an obvious omission is discovered in the submitted document, offerors may request in writing the opportunity to withdraw their submittal. Offerors shall include in their written request sufficient evidence to document that the error or omission was unintentional. Actual original copies of working papers, calculations, etc., may be required at the Director of Materials Management's discretion to support such a request.

QUANTITIES SPECIFIED: The School Board reserves the right to increase or decrease the quantity of any and all items offered, as it deems appropriate. The unit price shall remain as accepted at award.

PRICES:

a. Prices shall be for the period stated in the "General Specifications" or as otherwise stated in the "Certification."
b. Prices should be stated in units of quantity specified in the solicitation specifications.
c. In case of discrepancy in computing the amount of the submittal, the unit price offered will prevail. Any requirement by the offeror that certain "all or none" groups, quantities, weights, or other criteria must be met in order to qualify for offered prices, may result in disqualification of the solicitation. Likewise, expiration dates or other constraints, which are in conflict with solicitation requirements, will result in disqualification.

TRADE-NAMED ITEMS: When an item appearing in the solicitation document is listed by a registered trade name and the wording "no substitute", "spec only" or "only" is indicated, only that trade-named item will be considered. The district reserves the right to reject products that are listed as approved and waive formalities. Should a vendor wish to have products evaluated for future solicitation consideration, please contact in writing, the Director of Materials Management. If the wording "no substitute", "spec only" or "only" does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as "offered equal" may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicitated, awarded and ordered are prohibited except as may be approved by the Director of Materials Management.

SOLICITATION REJECTION: The School Board reserves the right to reject any and all submittals or parts thereof, and to request re-submission. The School Board further reserves the right to accept an offer other than the lowest offer, which in all other respects complies with the solicitation and the submitted document, provided that, in the sole judgment and discretion of the School Board, the item offered at the higher offered price has additional value or function, including, but not limited to: life cycle costing, product performance, quality of workmanship, or suitability for a particular purpose. Delivery dates, availability of item, or other such values or functions, may justify a difference in the price paid. All submittals shall be evaluated on all factors involved, including the foregoing price, quality, delivery schedules and the like. Purchase orders or contracts shall be awarded to the responsive and responsible offeror whose submittal is determined to be advantageous to the School Board, taking into consideration the factors set forth above and all other factors set forth in the solicitation as "lowest or lowest and best offer".

SOLICITATION CHANGES AFTER CLOSING TIME: Submittals may not be changed after the solicitation closing time. The exception would be if there was a misinterpretation of the unit for which the solicitation was requested. In which case, no dollar amount change would be allowed, and only a clarification as to the unit the offer represents will be considered. This must be done in writing 24 hours after notification to the offeror from the Director of Materials Management.

ACCEPTANCE OF SOLICITATION: The School Board shall be the sole judge as to the acceptability of any and all submittals and the terms and conditions thereof, without qualifications or explanation to offerors. In case of any difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.

INDEMNITY: By submitting an offer, the Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the vendor in the performance of its responsibilities pursuant to this solicitation. It is expressly acknowledged that the Contractor is an independent Contractor and, as such, has no authority to act for or on behalf of the Board, or to bind the Board to any contract or in any other manner.

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 Contractor will in no way be a cause for relief from responsibility. The Contractor shall have in their possession all applicable insurance, permits, licenses, etc., that may be required by federal, state, or county law to furnish services under the scope of this contract. The Contractor must not be in violation of any zoning or other ordinances in the performance of this contract.

TIE ON UNIT PRICE OR SUBMITTAL: Should there be a tie on either the unit price (if awarded on a per item basis), sections of the solicitation (i.e.: building contracts, or solicitations awarded by section) or the whole solicitation ("all or none" solicitations or service solicitations), the deadlock will be decided upon using the following order:

a. Companies who certify they are a drug-free workplace.
b. Companies located in Sarasota County, Florida.
c. Companies located in Florida.
d. The company receiving the larger dollar award on other items within the solicitation.
e. All else being equal, a coin toss will be made to decide the award.

This does not preclude the possibility of splitting an order if it is in the best interest of the School Board.

ACCURACY OF SOLICITATION DOCUMENTS: Each offeror shall examine all requests for solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, disputes, or requests concerning interpretation, clarification or additional information pertaining to the solicitation or award shall be made, in writing, to the School Board of Sarasota County Purchasing Office. The School Board of Sarasota County shall not be responsible for oral interpretations given by a School Board employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this solicitation, a good faith attempt will be made to deliver a copy of each to all prospective offerors who picked up forms or were sent a solicitation. However, prior to submitting the offer, it shall be the sole responsibility of each offeror to contact the Purchasing Office at (941) 486-2183 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the solicitation.

TERMS AND CONDITIONS: No additional terms and conditions included with the submittal shall be evaluated or considered. All such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely through intent, design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this solicitation and the offeror's authorized signature affixed to the certification page attests to this.

REFERENCES: Should the School Board elect to check the offeror's references; the offeror agrees to provide the name(s) and address(s) of its current and previous customers. **The offeror agrees to provide references from customers other than the School Board of Sarasota County.**

EVALUATION OF SOLICITATION(S) FOR AWARD: The evaluation committee may use the following criteria in making a recommendation for award to the School Board:

cost	past experience	equality
quality/workmanship	meets specifications	Contractor's past performance
compatibility/matching	delivery	service capability
standardization	installation	

AWARD: The School Board reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any offer, to reject any and all offers in whole or in part with or without cause, and/or to accept offers that in its judgment will be the best low offer meeting specifications and school needs and be in the best interest of the School Board. The School Board further reserves the right to make awards on a multiple, lump sum, or individual item basis or in any manner the School Board deems appropriate.

The School Board further reserves the right to be the final judge of what is considered equal and hold the solicitation open for a 90-day period if award is not made on the date specified.

If submitting an offer other than brand specified, EACH ITEM MUST BE ACCOMPANIED BY A BROCHURE GIVING A COMPLETE DESCRIPTION OF THE ITEM ON WHICH YOU ARE SUBMITTING AN OFFER TO CLEARLY REPRESENT THE QUALITY, STYLE, AND CONSTRUCTION. EACH BROCHURE SHOULD BE IDENTIFIED BY THE NAME OF THE OFFEROR.

VENUE: The laws of the State of Florida shall govern this contract. Venue shall be in Sarasota 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 the Twelfth Judicial Circuit in and for Sarasota County, Florida.

PURCHASES DURING TERM OF SOLICITATION: The School Board reserves the right to make purchases of items on this solicitation from a Florida State solicitation, contract, or agreement or other public entity purchasing solicitations, contracts, or agreements during the term of this solicitation.

DELIVERY:

a. All deliveries will be F.O.B. Destination freight prepaid (freight fully paid by Contractor) to indicated destinations (schools or departments) within Sarasota County, Florida.
b. Time of delivery is an important consideration in making the award and must be adhered to.
c. The School Board reserves the right to cancel any orders, or any part thereof without obligation if delivery is not made within the time specified. Any deliveries made after a cancellation of order(s) may be returned at the Contractor's expense.

LOCAL GOVERNMENT PROMPT PAYMENT ACT: The School Board pays invoices after services and products have been received in accordance with the local government prompt payment act.

PURCHASING CARD: The School Board is currently utilizing Purchasing Cards in some cases to procure materials and services or for payment under this solicitation. The Offeror, by submitting an offer, agrees to accept this manner of payment and may not add additional handling charges or service fees if purchases are made with the School Board Purchasing Card(s).

QUALITY: All offered items must be new. Further, all offered items must be equal to or exceed specifications required herein. The manufacturer's standard guarantee shall apply. During the guarantee period, the Contractor must repair and/or replace the unit without cost to the School Board with the understanding that all replacements shall carry the same guarantee as the original equipment. The Contractor shall make any such repairs and/or replacements immediately upon receiving notice from the School Board. The Contractor further warrants that the item(s) and or services provided are fit, and otherwise conforming, for the purpose(s) intended by the School Board.

INSPECTION, IDENTIFICATION AND ACCEPTANCE:

a. Inspection and acceptance will be at FOB destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by the buyer.
b. The Contractor shall file with the carrier all claims for breakage, imperfections and other losses.
c. All material being delivered shall be marked legibly, in a conspicuous location, with the following information: Purchase Order Number, Model Number, Quantity, Vendor's Name and/or Trademark.
d. If the material and/or services supplied to the School Board is found to be defective or does not conform to specifications, the School Board reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

LIABILITY INSURANCE: Where Contractors are required to enter or go on to School Board property to deliver materials or perform work or services as a result of an award, the proposer assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. All Contractors must comply with the insurance requirements as provided in the solicitation documents.

SOLICITATION/PURCHASE ORDER DENIAL: The Contractor certifies that it, or any affiliate obligated to perform under this agreement, is not in arrears for any obligations to the district, county, state or federal government or that otherwise may be deemed irresponsible or unreliable by the Director of Materials Management.

WAREHOUSE DELIVERY HOURS: Delivery is called for only between the hours of 7:30 A.M. and completed by 3:00 P.M. Monday through Friday, excluding Sarasota County School Board holidays.

CONDITION OF PRODUCTS: Unless otherwise specified in the special terms and conditions, all items requested must be new and the latest model manufactured. Offers on "used", "remanufactured" or "reconditioned" equipment or "blems" or "seconds" will not be considered unless specifically requested. Products delivered shall be in the manufacturer's original carton.

REJECTED ITEMS: Delivered items that do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the Contractor at no cost to the School Board.

SITE INSPECTION: The School Board reserves the right, prior to award of any contract or solicitation, to inspect the prospective Contractor's facility and place of business.

AUDIT PROCEDURES: Invoices submitted by the Contractor shall be in sufficient detail for a proper pre-audit and post-audit thereof. The School Board reserves the right to audit prices of items and/or services provided.

SAMPLES:

a. Samples of items, when required, must be furnished free of expense and if not destroyed, will, upon request, be returned at the offeror's expense. All samples will be disposed of after 30 days and offerors shall be responsible for the removal of all such samples furnished within 30 days after the opening of the solicitation. Each individual sample must be labeled with the offeror's name and item number. Failure of the offeror to either deliver required samples or to clearly identify samples may be reason for rejection of the solicitation.
b. Unless otherwise indicated, samples should be delivered to the Purchasing Office.
c. When required, the School Board may request full demonstration of any unit(s) offered prior to the award of any contract.

TAXES: The School Board of Sarasota County, Florida, does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption numbers on the face of the Purchase Order. This exemption does not apply to purchases of tangible personal property made by Contractors who use the tangible property in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

FISCAL NON-FUNDING CLAUSE: In the event sufficient budgeted funds are not available, the Purchasing Office shall notify the Contractor of such occurrence and the contract shall terminate without penalty or expense to the School Board.

LINE ITEM INFORMATION: The information called for on the item must be on the line with the item. When omitting an offer on an item, please insert the words: **No Quotation, No Bid, No Proposal or N/B** to eliminate any confusion about the item(s) being offered.

NON-COLLUSION: By submission of the offer, the offeror certifies that the submittal has arrived independently and submitted without collusion with any other Contractor, and that the contents of the submittal have not been communicated by the offeror, nor by any one of its employees or agents, to any person not an employee or agent of the offeror or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the solicitation.

Unless otherwise required by law, the prices which have been offered in this solicitation have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening of this advertised solicitation directly or indirectly to any other offeror or to any competitor; and

No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

KICKBACKS: Any Contractor giving or offering to any employee and/or official of the School Board, 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 solicitation, 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.

VARIANCE IN CONDITION: Any and all special conditions and specifications, mutually agreed upon and attached hereto that vary from the general conditions shall have precedence.

PUBLIC RECORDS: Florida law provides that municipal records shall at all times be open for personal inspection by any person (Public Records Law, Section 119.01, Florida Statutes). Information and materials received by the School Board in connection with a solicitation response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after solicitation opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Offeror believes any of the information contained in his or her response is exempt from the Public Records Law, then the Offeror must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The School Board's determination of whether an exemption applies shall be final, and the Offeror agrees to defend, indemnify, and hold harmless the School Board and its officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the School Board's treatment of records as public records. Trade secrets are governed by Florida Statute Chapters 688 and 812. For the purchase of services, the Offeror shall also comply with the following requirements of the Florida Public Records Law including: a) keeping and maintaining public records that ordinarily and necessarily would be required by the School Board in order to perform the service; b) providing the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and d) meeting all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the Offeror upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

For questions regarding the Contractor's duty to provide public records relating to this contract or the application of Chapter 119 Florida Statutes contact The School Board of Sarasota County, Florida at (941) 927-4009; publicrecordrequest@sarasotacountyschools.net; or 1960 Landings Blvd., Sarasota, FL 34231.

DISCLAIMER: Employees or representatives of the School Board act exclusively as agents for the administration of this agreement and are not personally or collectively liable for any performance or non-performance under this agreement and/or any agreement resulting from this agreement.

STATE PURCHASING AGREEMENTS: Prior to the release of this solicitation, under Florida Statute 287.056, a review of State of Florida purchasing agreements and contracts was conducted to determine if their use would be economically advantageous to the District for the subject of this solicitation.

DISCOUNTS, REBATES & CREDITS: For Food Service solicitations, all goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the SFA's (School Food Authority) nonprofit food service account.

PROHIBITION OF GRATUITIES: By submission of an offer, a contractor certifies that no employee of the School Board has or shall benefit financially or materially from such solicitation or subsequent contract. Any contract issued as a result of this solicitation may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

CONFIDENTIAL, PROPRIETARY OR TRADE SECRET MATERIAL: If the offeror considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the offeror must also simultaneously provide the SBSC with a separate redacted copy of its response. The redacted copy shall contain the SBSC's solicitation name, number, and the name of the offeror on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the SBSC at the same time offeror submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

a. Offeror shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, offeror shall protect, defend and indemnify the SBSC for any and all claims from or relating to offerors determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
b. If the offeror fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by offeror in response to a public records request for these records.

E-VERIFY

A. As of January 1, 2021, pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
B. Subcontractors
   (i) As of January 1, 2021, Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
   (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).



Tracy Brizendine, Director
Materials Management

INSURANCE REQUIREMENTS

Contractor's Liability Insurance

The insurance required shall be written for not less than any limits of liability required by law or those set forth below, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under and in conformance to the following sections:

1. "In consideration of $10.00 and other good and valuable considerations, the Contractor agrees to indemnify and save harmless the owner from all suits and actions and all costs and damage to the person or property of another resulting from the performance of the work, or by any Subcontractor to anyone directly or indirectly employed by either of them. The limit of the liability shall be the limits of liability as stated in the liability insurance policies covering this contract.

2. Certificates of Insurance for each policy shall be transmitted to the Contractor for forwarding to the owner, and any document found to be incomplete or not according to the proper form will be returned as being unsatisfactory. Coverage cannot be canceled without thirty (30) days prior Notice to Owner.

3. The Contractor shall purchase and maintain the following minimum insurance from a company or companies properly licensed in the State of Florida and rated A-IX or better by A.M. Best Company and against which the owner will entertain no reasonable objection.

4. Workers' Compensation Insurance: The Contractor shall provide and maintain, during the life of this contract, adequate Workers' Compensation Insurance in accordance with the laws of the State of Florida for all his employees at the site of the project, and if any part of the work is sublet, the contract shall require each of the Subcontractors to maintain such insurance for all of their employees who will be so engaged, unless the Subcontractors' employees are protected by the principal Contractors' Workers' Compensation insurance. All persons employed directly and indirectly on the project site by the Contractor and his/her Subcontractors shall be adequately protected by Workers' Compensation Insurance. The Contractor shall provide employer's liability coverage as part of the Workers' Compensation Insurance with **minimum limit of $500,000.** Coverage shall be in compliance with Chapter 440, Florida Statutes.

5. Comprehensive Automobile Liability: per person/per occurrence. Coverage shall apply (to ALL VEHICLES owned, rented, or used by the Contractor) for the following limits:
   a. Bodily Injury Liability - per person $250,000
      - per occurrence $500,000
   b. Property Damage Liability - per occurrence $250,000
   c. Special Insurance - as required by railroads or others.

6. Commercial General Liability:
   a. Bodily injury, personal injury, and property damage at **$1,000,000 per occurrence** and **$1,000,000 general aggregate**.
   b. Blanket Contractual to include comprehensive general liability, products and completed operations liability, and contractual liability.
   c. Such coverage shall include, but not limited to, liability arising from the premises, operations, independent contractors, products-completed operations, personal and advertising injury and contractual coverage for this agreement, including any hold harmless and/or indemnification agreement(s) and shall be provided on ISO form CG 0001 or its equivalent.
   d. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
   e. Coverage shall specifically provide that The School Board of Sarasota County Florida and its officials, agents, and employees shall be "additional insureds" under the policy using ISO Additional Insured from CG 2010 and CG2037 or the equivalent, including coverage for the Owner with respect to liability arising out of the completed operations of the Contractor.

7. Contingent Liability: The Contractor shall produce, pay for, and maintain such insurance as will protect the owner from his contingent liability for damages, for injury to the person or property of another which may arise from the operations of all Subcontractors under this Contract. Contractor shall provide Owner's and Contractor's protective liability. The limits of coverage shall be the same as the Contractor's Comprehensive General Liability. The Contractor shall furnish to the owner a letter from Contractor's insurance agent, certifying that the Contractor does carry valid Contractor's Contingent Liability Insurance.

INSURANCE REQUIREMENTS

Contractor's Liability Insurance (Con't)

8. Insurance certificates regarding liability coverages, as required by the Contract Documents, shall name Owner as additional insured.

9. Contractor and Subcontractors will be responsible for insurance on their tools and equipment.

10. Additional Insured: All policies of insurance required by the agreement, except Workers' Compensation and Professional/Error and Omissions Liability, shall specifically provide by endorsement with the Owner and its officials, agents, or employees shall be included as "additional insureds" under the policy. Such insurance shall also incorporate Severability of Interest provision. All insurance coverage provided shall apply to all the activities of the Contractor under the Contract Documents without regard for the location of such activity.

11. Primary Coverage: All insurance coverage provided by the Contractor shall be primary and non-contributory to any insurance or self-insurance program of the Owner that is applicable to the Work provided for in this Agreement.

12. Waiver of Subrogation: Contractor hereby agrees to waive rights of subrogation in favor of the Owner which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

Please complete if you are either a:

☐ Small Business Enterprise, as defined by FS 288.703 (1)

Or a:

☐ Minority Business Enterprise,

Please select one or more as applicable:

- ☐ African American
- ☐ Asian American
- ☐ Woman Owned
- ☐ Hispanic American
- ☐ Native American

As defined in FS 288.703 (2) and (3), and that it has been certified by one of the following agencies as an MBE:

☐ State of Florida, Department of Management Services, Office of Supplier Diversity

☐ If not by DMS, who/self-report: _____

If you are not a small or minority business enterprise, but intend to subcontract a portion of services or work described in this IFB to a small or minority business enterprise, please provide the following information:

Subcontractor Name	Small/MBE Designation	Estimated Dollar Value of Services
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

NAME OF BIDDER	BID # AND TITLE
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

If Bidder is not a small or minority business enterprise and/or does not intend to subcontract a portion of the services or work described in this ITB to a S/MBE, then Bidder shall not execute this form.

INTENT

It is the intent of this bid to establish a contract for a period of one (1) year from date of award during which time the successful bidder shall guarantee firm prices for the fabrication, shop time, and materials for items as specified in the bid. The specifications establish the minimum requirements for providing and/or installing signage as described herein, to be used district wide by the School Board of Sarasota County, Florida.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a mark-up will be billed at actual cost without any mark-up permitted.

DEFINITION

In this document "Contractor" refers to the successful bidder, "School Board of Sarasota County" or "SBSC", refers to the owner, and "OSHA" refers to Occupational Safety and Health Administration.

TERM OF CONTRACT

This bid is for a one-year period beginning from date of SBSC approval. The bid may be renewed, by mutual consent of both parties, for two (2) additional one-year periods adhering to the original bid terms and conditions.

TERMINATION OF AGREEMENT

This agreement may be terminated by the SBSC by giving written notice to the other party thirty (30) days in advance of intention to cancel. The SBSC reserves the right to cancel on a shorter notice if it is determined that any part of the work is not being performed properly, or if the problem is not satisfactorily resolved within three (3) days of notification. The SBSC shall only be liable for payment of services rendered prior to the effective date of termination.

SCOPE OF WORK

The Contractor(s) shall be responsible for fabrication and delivery of ADA compliant, regulatory signage, and/or LED informational signage to the District on an as needed basis.

The Contractor may also be required to install the above signage on an hourly basis. Work may also include removal of old signage.

Should the Contractor be requested to survey, furnish, and install the signage, the Contractor shall guarantee/warrant that the survey, product, and installation are in complete compliance with the regulatory and ADA signage requirements at time of the installation.

The Contractor may be required to do custom art work**. If the Contractor shall require a "set-up" fee, this fee shall be a one (1) time charge for specialized or custom artwork only. No charges for standard verbiage shall be permitted.** This set-up fee shall include but not be limited to, silk screening, camera ready art work, and specialty signs. This set-up fee cannot be charged for standard ADA or regulatory signage. The Contractor shall keep this new set-up in inventory for future orders at no cost to the SBSC.

LED signage must be designed by a State of Florida Registered Professional Engineer to withstand hurricane force winds for 160 mph based on a 3-second gust as determined from Figure 1606, with the applicable coefficients, exposure category and factors as outlined in the "Minimum Design Loads for Buildings and Other Structures (ASCE-7)". Design Professional to provide signed, sealed, and dated submittals with appropriate calculations.

Upon award of LED signage, scale drawings showing the dimensions and construction of all existing and proposed LED sign structures shall be submitted to the SBSC for approval. Drawings, including plans, sections, detail connections, and associated calculations for new signs, or existing signs being altered, shall be signed and sealed by a Florida Registered Professional Engineer. If necessary, drawings of the sign and structure submitted shall include:

1. Details of the support structure showing the hole depth and diameter of the foundation, type of fill material, size and wall thickness of pipe, tubing beam, and pole or post.

2. Quantity, size, and spacing of vertical bars and ties of the foundation; quantity, type, length and size of anchors. If footer bolts are utilized, include size, length and type of bolts.

3. The sign cabinet showing the type of material and details of the method of attachment to support structure.

4. If the sign is electrical, the electrical and voltage load shall be shown.

For project work, the Contractor shall submit within forty-eight (48) hours after request, the manufacturer's standard color choices for each material bid. Custom colors shall be quoted separately.

LED signage and work shall be manufactured by vendors dealing extensively in this type of work and capable of producing first quality work.

The Contractor shall submit a copy of manufacturer's specifications and technical information to the SBSC.

The SBSC has pre-evaluated and selected the manufacturers Optec, Watchfire, Robson and Daktronics. Bids for alternates are allowed and must meet the bid specifications for all LED displays and signs.

WARRANTY OF ALL SIGNAGE

Should the sign structure or sign malfunction within 5 years from the date of installation, under normal use and service, due to defects in workmanship or materials, the Manufacturer will repair or replace any of the defective materials, (with exception of lamps), at the Contractor's expense. Sockets, ballasts, wires, and photo cells are warranted components.

Manufacturer or Contractor shall issue a minimum of a 5 year warranty (in writing) on polycarbonate sign faces, electrical components, outside finish, and structure of signage. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damage coincides with the destruction of the sign cabinet.

A copy of manufactures warranty is to be included at time of delivery of sign.

WARRANTY OF INSTALLATION

The Contractor shall fully guarantee all installation of signage for a period of two (2) years from date of acceptance by the SBSC. Should any defect in the installation, excepting ordinary wear and tear, vandalism, or misuse appear during the warranty period, the Contractor shall immediately repair or replace same at no cost to the SBSC.
In addition to all other warranties, the Contractor shall be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the SBSC, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails to correct defects within 24 hours, the SBSC shall be entitled to have such work remedied by an authorized and certified installer, and the Contractor shall be fully liable for all costs and expenses reasonably incurred by the SBSC to remediate the defect(s).

SECURITY

Effective September 1, 2005, the Florida Legislature amended FS 1012.465 with House Bill 1877, known as the Jessica Lunsford Act. This bill places a priority on security and safe schools for students and staff. The SBSC has developed procedures for background checks in compliance with this bill. The Contractors' employees/independent Contractors or Subcontractors' employees/independent Contractors will be responsible to comply with these procedures. There is a fingerprinting fee associated with these procedures. Updated information can be found on the SBSC website, www.sarasotacountyschools.net/departments/safety. Contractors will not be allowed on SBSC property until receiving clearance and badges by the SBSC Department of Safety, Security, & Emergency Management.

IDENTIFICATION

The Contractor, Subcontractors, and their employees are required to have visible, personal identification and the vendor's company name displayed on their shirts. They will also be required to wear attire appropriate for a school environment: i.e., shirt, pants, & shoes. Clothing displaying nudity, obscene symbols, or pro-drug slogans is prohibited. **The Contractor, Subcontractors, and all employees of same must check in and out at the main office before starting work during normal school hours.** Before or after normal school hours, contact the on-site custodial staff.

DISCIPLINE

The Contractor acknowledges and understands that the job is being performed on public property owned by the SBSC, which may at various times during the completion of the job be occupied by students, teachers, parents, and school administrators. Accordingly, in order to secure the property, and otherwise comply with applicable law, the Contractor agrees to the following provisions, and also agrees that the failure to comply with any of these provisions may result in the termination of this Contract.

The Contractor shall immediately remove from the job site, for the duration of the job, any person making an inappropriate religious, racial, sexual or ethnic comment, statement or gesture toward any other individual.

The Contractor, Subcontractors, and their employees will refrain from using foul, abusive or profane language on school district property. Smoking/tobacco, firearms/weapons and illegal drugs are prohibited on school district property, including all buildings and grounds.

The Contractor shall enforce strict discipline and good order among their employees at all times. Contractor's personnel shall have absolutely no contact with students or staff, other than administrative personnel or designated representatives, with the exception of emergency situations.

No radios are allowed on the job site.

COMMERCIAL REFERENCES

The bidding company has been in business for a minimum of five (5) years and must have performed verifiable work for providing and/or installing of signs as specified herein, within the most recent thirty-six (36) month period of time. The Contractor's representative shall be experienced in all facets of providing and/or installing of signs. **The bidder agrees to provide references from customers other than the School Board of Sarasota County.** Three (3) commercial references of comparable scope are required (use form provided).

DELIVERY AND INSTALLATION OF ADA COMPLIANT, REGULATORY AND LED SIGNAGE

All prices on the bid form for furnishing signage must be FOB: SBSC destination, including delivery, and installation, if required. Labor/hourly rates shall be provided for above and beyond as indicated on the bid form.

When required, the Contractor shall install/mount all signage covered by this document using standard mounting practices. The SBSC reserves the exclusive right to prescribe the way the signage shall be installed, i.e., U-channel, wooden 4 X 4, etc.

There may be times when the Contractor will be required to remove old/existing signage. The Contractor shall use labor/hourly rates and take great care in the removal of this signage and shall patch/repair any damage caused to walls, doorframes, etc., during the removal of the old signage.

When patching/repairing damage caused to walls, doorframes, etc., during the removal of the old signage, the Contractor shall match existing surfaces.

ADA COMPLIANT AND REGULATORY SIGNAGE (INFORMATIONAL SIGNAGE)

ADA compliant shall be signage made out of acrylic products with Grade II Braille.

1. ADA Compliant Signage, Fused and Embedded Acrylic, Exterior Grade

Description
Raised text and Grade II Braille shall be fused and embedded into a match routed area on the acrylic sign face creating a one-piece sign face.

Materials
1. Sign Face: Letters, numbers, and Grade II Braille shall be raised 1/32 inch from the background. The raised letters and numbers shall be computer cut engraving stock. Grade II Braille is achieved by fusing acrylic Raster™ balls in the sign face.

2. Substrate: One (1) sheet of non-glare (matte) finish engraving acrylic not less than 1/8 inch thick.

Pigment System
A UV protected ink is applied to the subsurface of the acrylic which is then sealed with a scratch resistant coating.

Construction
A color is chosen and applied to a 1/8 inch thick sheet of acrylic. Material is then cut into desired shapes and sizes. Material is then match-routed with the desired text leaving a 1/32 inch space where the tactile text is fused into the sign. Tactile text is achieved using 1/16 inch engraving stock that is computer cut then fused and embedded into the 1/32 inch match-routed area. Text is chemically welded into the sign using methylene chloride. Grade II Braille shall be achieved by computer drilling 0.03 inch holes into the sign. Optically correct acrylic raster balls are then fused 0.015 inch into the sign and chemically welded using methylene chloride.

2. Informational and Directional Signs, Exterior Grade (Engraved)

Description
The text or graphics can be either surface engraved or reverse engraved into an acrylic sign face or routed recessed.

Materials
1. Sign Face: Text or graphics to be computer engraved either on the surface or reverse side into a UV clear laminate on PVC/aluminum composite sign board, with UV clear laminate (similar to Die-Bond).

2. Substrate: One (1) sheet of non-glare (matte) finish engraving acrylic not less than 1/8 inch thick.

3. High Density Polyethylene Exterior (HDPE) 3 ply/colors, routed recessed text or graphics 1/2 inch thick, similar to poly-rout, maintenance free.

4. High Density Polyethylene Exterior (HDPE) double sided, 3 ply/colors, routed recessed text or graphics 3/4 inch thick, similar to poly-rout, maintenance free.

Pigment System
A UV protected ink is subsurface applied to the acrylic and is then sealed with a scratch resistant coating.

Construction
A color is selected and applied to a 1/8 inch thick sheet of acrylic. Material is then cut into desired shapes and sizes. Text or graphics are then computer engraved either on the surface or reverse side 1.32 inch into sign face or routed recessed in 1/2 inch HDPE.

REGULATORY DOT TYPE SIGNAGE

All regulatory signage shall be made of aluminum alloy 5052-H32 with 0.080 inch thickness with the exception of 6" X 12" signs that will be 0.032 inch in thickness.

All signs will have standard regulation radius corners and shall be drilled to fit standard "U" channel posts for installations.

All signs shall be one (1) color; solid color background and one color custom text.

Text shall be a minimum of 1/8 inch from side of panel.

Regulatory signage shall be engineer grade or hi-intensity.

All regulatory signage shall include back-peel stickers.

1. Reflective Signage

   All reflective sheeting used shall be 3M 2200 or 3200 series, engineer grade.

   All inks used in the silk screening of reflective signage shall be 3M 700 series.

2. Non-Reflective Signage

   All inks used in the silk screening of non-reflective signage shall be Sericol inks.

WALL MOUNTED SIGNS

Non-reflective signs with custom text shall be printed with UV clear laminate on PVC/aluminum composite sign board with radius corners.

ACRYLIC AWARD PLAQUES

Interior use acrylic award plaques shall be printed 1/8 inch on first surface panel, over second 1/16 inch backer/border plaque with hanger wire.

BANNERS

Banners with welded hems, no maximum number of grommets per banner, 13 ounce, single sided, and in full color, to be priced by the square foot.

LED SPECIFICATIONS, MATERIALS, AND CONSTRUCTION

All LED signs must comply with all local and state building codes, as well as National Electric Code Standards. All LED components shall be UL listed.

Alternate brands shall conform to all bid specifications. Bid submittals for alternate brands bid shall include:

- Complete specifications of the alternate product sufficient to perform a complete comparison evaluation
- Complete description of the design, components, and materials used to construct the sign
- Identify capabilities of LED system including, but not limited to pixel spacing, pixel matrix, and character possibilities
- Pictures of signs

The SBSC has standardized the LED signage specifications to present uniform LED signage throughout the District.

Cabinet

Cabinet material shall be aluminum alloy 5052 series with a minimum thickness of 1/8 inch. All corners to be welded reinforced mitered corners. The sign cabinet shall be secure with a minimum of six (6) stainless steel compression locks, four (4) per LED cabinet, and two (2) per electrical access. DuPont acrylic powder coated (or equal) color finish 3.0 – 4.0 mils in thickness or comparable high quality sign paint will be applied. High pressure washing and etching will be done prior to electrostatic powder coating or application of comparable high quality sign paint. **Finish will be guaranteed not to fade, chip, or peel for 10 years from date of installation.** Color options allowed are white, ivory, gray, silver, coffee, or tan. Apply coatings in accordance with manufacturer's instructions, to thickness specified. Finish edges, crevices, corners, and other changes in dimension with full coating thickness. For metals below grade: Provide suitable corrosion protection paint. Separate dissimilar metals to prevent galvanic action.

The upper informational sign/cabinet; sign face, I.D. sign, or I.D. logo panels contained with the header panel are to be fabricated in translucent solar grade 118 inch G.E. Lexan, polycarbonate SGC-100 or equal. Panels are to be decorated second surface internally. No first surface decorations will be allowed. The "draft" of the face panels is to be pan-formed into the Lexan to create a distinctive raised perimeter. Upper identification cabinet to be aluminum extrusion framed double-faced internally illuminated polycarbonate panel sign wrapped with aluminum sheet, mounted below lower message cabinet. Width and thickness of identification cabinet shall match that of the message cabinet, resulting in a monolithic appearance.

The lower message cabinet to be constructed of two pre-fabricated sign-faced LED message display units mounted back-to-back when double faced, and connected with aluminum sheet. Width and thickness of message cabinet shall match that of the identification cabinet, resulting in a monolithic appearance.

Please note: The electrical and concrete work is not part of the sign bid pricing. **If required from the Contractor, the concrete will be provided under the labor or subcontractor bid pricing. Sign measurements are approximate on the bid form and on the drawings, please submit sign dimensions with your bid.**

Three LED Colors

Color signs shall have a minimum of three (3) LEDs per pixel and show two hundred eighty one (281) trillion colors. The display must be capable of showing a minimum of two (2) lines of minimum of 4" per 10" of vertical display and a minimum of sixteen (16) characters per line, and be capable of text, graphics, animations, video, time and temperature.

The pedestal and monument LED signage will be available in the various options and pedestal heights as indicated on the bid form. The attached drawings include the concrete height in the measurement of the signs. The awarded vendor shall be able to offer all options of A, B, and C as indicated below.

Option A:

- EMC size: 36" x 84"
- EMC matrix: 96 x 224
- Pixel pitch: 9.5 mm
- 21,504 pixels per side, 64,512 LED's/side.

Option B:

- EMC size: 24" x 84"
- EMC matrix: 64 x 224
- Pixel pitch: 9.5 mm
- 14,336 Pixels/side, 43,008 LED's/side.

Option C:

- EMC size: 12” x 84”
- EMC matrix: 32 x 224
- Pixel pitch: 9.5 mm
- 7,168 Pixels/side, 21,504 LED’s/side.

Fluorescent Lighting System

1. Lamps: High output, instant start lamps, low energy or low operating costs, and long life.
2. Ballast(s): Shall be multi-tap, electronic type.
3. Sockets: Utilize double contact snap-in lamp holders.
4. All electrical components of identification sign to be warranted (labor included) for 5 years from the date of installation of the sign.

Heat Protection

To protect LED signage from overheating, at or above 65° F a cooling fan located in the LED cabinet will automatically turn on. If the temperature drops to 64° F the cooling fans will turn off. At or above 176° F the sign will automatically shut down to protect against damage. All climate control cabinets will have side ventilation/water diverters. LED cabinets are to be waterproof on all sides, at penetration points and locations.

Printed Circuit Board Protection

Printed circuit boards shall be protected against corrosion, mold growth and current leakage resulting from long-term exposure to moisture, heat, humidity, and vibration, through the application of an IPC-CC-830 approved conformal coating.

Sign Protection, Accessibility, Software, and Communication

1. Vandal resistant polycarbonate cover over LED is to be listed as an option.

2. Front serviceable, hinged LED sign face shall have hydraulic lift hinges to be standard with gas cylinder assist shocks, one each side of each cabinet face.

3. Controller Central Processing Unit (CPU) - RS485 based network assembly will be provided via a RJ45 jack to interface the displays with the main PC controller. Unit shall be IP addressable and programmable by manufacturer with a network device server.

4. System software to be Included with future updates at no cost. Full training through DVD, onsite or internet based training and forever software phone support

5. Acceptable information transmission method options – (communications)

6. Radio Control (WiFi) – high speed wireless communications

    a. Maximum distance shall be 2500 feet.
    b. Shall be direct line-of-sight.
    c. Contractor shall install transmitter at control station PC.
    d. Contractor shall install receiver at sign.
    e. Temperature probe and time display capabilities to be standard.

Power Supplies

Provide electronic switching power supplies with short circuit protection. The electronic switching power supplies shall also be protected by an overload allowance ranging from 105 percent up to 150 percent. The LED display shall be powered by multiple solid-state electronic switching power supplies. A separate power supply for the CPU shall be used to isolate the processor power from the LED drive power.

Spare Parts

Provide one (1) LED module and one (1) power supply in the sign. If spare parts are used by Contractor prior to the expiration of the warranty period, they shall be replaced at no additional cost to the SBSC.

Support Structure

Structural Aluminum Support Columns with Base Plate:

1. Column: Shall be extruded aluminum alloy tubing, 6061-T-6 or 6061-T6511, of adequate quantity, size, weight, and spacing for sign support and wind loads for associated heights as indicated on bid form.
2. Anchor bolts, lock nuts, and washers: Shall be hot-dipped galvanized steel, ASTM-36.
3. Unfinished treated fasteners: Shall be grade A, regular low carbon stainless steel bolts and nuts, ASTM A-307. Provide hexagonal bolts and nuts.
4. 6” street number of location shall be applied on pole cover with contrasting outline.
5. Rectangle pole cover fabricated of 6063-T5 aluminum support column composed of 6061-T6 aluminum.

Training

The awarded Contractor shall provide onsite training of at least two school staff members in the proper use, care and emergency repair of all installed equipment. The Contractor shall pay special attention to safety measures that should be followed. Training may be accomplished by either of the following methods:

1. Provide online training at no charge through secure access log-in at the vendor’s or the manufacturer’s website.
2. Provide two hours minimum on-site training with two (2) complete sets of end user instruction manuals- one to the school principal and one to be provided to the Facilities Services Department representative.

Electrical Wiring and Connectors

Primary electrical service, routed from main electrical panel in building to sign (including final wiring connections in sign), shall be provided by SBSC and is not included in this contract. Prior to fabrication, the Contractor shall coordinate electrical load requirements (voltage, number of circuits, amperage, etc.,) with an authorized representative of the SBSC. Internal electrical wiring within sign shall be routed neatly, bundled, and tied, with sufficient slack to facilitate maintenance and servicing. Clearly label all ends of wiring at load center with component name (lights, LED ground, etc.), voltage required, and any other pertinent wiring instructions to facilitate final connection and future maintenance. The Contactor shall furnish and install rainproof (NEMA 3R) electrical load center (similar to Cutler – Hammer Model BR816L125RP), mounted on structural framework, concealed within the sign pylon/pole, cover if possible. Provide a locking access panel finished to match pylon/pole cover. All electrical components shall be UL listed. LED cabinet shall be secured with 4 (four) stainless steel compression locks (2 on each side of cabinet if double sided).

TECHNICAL SPECIFICATIONS - MATERIALS

Material quality is expected to be commercial grade and shall conform to standards of the trade, manufacturers' recommendations, and be acceptable to the SBSC. The SBSC reserves the right to furnish materials to the Contractor. 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 with the Contractor's invoice.**

The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to the SBSC. Invoices will be spot-checked and verified through a quote procedure to verify that the SBSC is receiving the best possible pricing for these products.

NOTE: All invoices shall be billed on a cost plus basis except **during a declared disaster (no mark-up permitted).**

DISPATCH OF WORK

All signage must go through appropriate Facilities Services Managers for location and permitting.

Service calls will be dispatched to the Contractor through the managers or designee from the Facilities Services Department.

The Contractor shall respond to the facility requiring emergency service no later than (2) hours from the time of notification. Also, response to request for quotations for projects must be no later than forty-eight (48) hours and on the job no later than twelve (12) hours after notification of acceptance of quotes. If the Contractor cannot meet these requirements, the SBSC has the right to go to the next low bidder to meet the work schedule.
For each project covered by this agreement, the Contractor shall submit an itemized 'Not to Exceed' price **giving a full description of the project** prior to issuance of a purchase order. The Contractor will receive a purchase order from the SBSC for each project before commencing work.

The Contractor shall note on the work order form the manager's or designee's name authorizing the work. See Execution of Work for further procedures.

Copies of each of the above will be attached to and accompany the invoices.

Repeated failure to adhere to service/response time parameters may result in termination of the bid award.

HOURS OF SERVICE

Designated standard work hours shall include and be in addition to regular school hours.

EXECUTION OF WORK

Upon receipt of the bid acceptance and notice to proceed with the work, the Contractor shall continuously and expediently complete work as directed.

The Contractor will notify all proper personnel before turning off any power.

The Contractor shall take all necessary precautions to protect the building's adjoining surfaces and equipment from damage incurred during operations. All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Contractor and the Contractor shall be held responsible for any damage to property caused by his operations on the property.

For each emergency visit to the job site, the Contractor shall fax a copy of the work order with an update on the disposition of job, i.e., description of work completed, parts on order (include time frame for delivery of parts), date of

return to job site, and estimated date for completion of work. This fax update should be returned to the originator of the work order. This fax should be received the same day as the job site visit.

As the Contractor will be performing work at locations that will affect a great number of people, *communication on the disposition of work orders is critical* to the Facilities Services Department.

All furnishings and equipment shall be placed back in the original locations. All spaces must be cleaned and left in an acceptable condition.

All work shall conform to all existing governing authorities Codes and Regulations. The work must be accomplished with professional methods and standards of the trade.

The Contractor shall be responsible for the provision of adequate and proper safety precautions for both the workmen and all persons in or around the work area.

The Contractor assumes full responsibility for completion of the services stipulated for providing and/or installing signage.

The SBSC reserves the right to question any job when the hours performed by the Contractor seem excessive for the work completed.

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 providing signage 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. **Written approval from the Facilities Services 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.

NOTE: All invoices shall be billed on a cost plus basis except **during a declared disaster (no mark-up permitted).**

INSPECTION

All work, equipment and supplies furnished in performance of this contract shall be subject to inspection at any and all times by a representative of the Facilities Services Department or his designee. Any deviations from or failures to comply with terms of the contract shall be adjusted promptly upon notification. Lack of prompt correction shall be cause for cancellation of this agreement.

SUBSTITUTES

Unapproved substitutes will not be allowed. If items are not available, the authorized representative of the Facilities Services Department must be contacted prior to shipment to determine if a substitute is acceptable.

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 in writing by the authorized representative of the Facilities Services Department.

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 providing signage services. **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.

RESPONSIBILITY OF THE CONTRACTOR

The Contractor is responsible for any damage to buildings and property due to negligence on his part. The Contractor shall make all necessary corrections as directed by the SBSC and approved by same at no cost to the SBSC.

The Contractor is responsible for the provision of adequate and proper safety precautions for both the workmen and all persons in or around the work area.

The Contractor is responsible for keeping the area/place secured and safe at all times.

The Contractor shall be responsible to safeguard all of their tools, equipment, etc., while operating on any SBSC properties.

Note: OSHA Laws and Regulations shall be carried out at all times by the Contractor.

LIABILITY OF CONTRACTOR

The Contractor agrees to indemnify and hold free and harmless, assume liability for and defend, the SBSC and its officers, employees and agents, and the SBSC Architect/Engineer Consultant from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, or economic damages which in any matter directly or indirectly may arise or be alleged to have arisen, from any act of the Contractor or any of its employees, representatives, agents, or subcontractors while engaged in the performance of the Contractor's duties and responsibilities pursuant to this Agreement. It is expressly acknowledged that the Contractor is an independent contractor and as such, has no authority to act for or on behalf of the SBSC, or to bind the SBSC to any contract or in any other manner.

PERIODIC AND FINAL CLEANUP

Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the premises all surplus and discarded materials, rubbish and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and shall have the work in a neat and presentable condition.

The Contractor shall schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish and debris resulting from installation of signage.
The Contractor shall provide an on-site container for the collection of debris and rubbish and dispose of waste off the SBSC's property. **DO NOT USE SBSC TRASH RECEPTACLES.**
The Contractor shall leave all work sites in a neat and orderly fashion at the end of each work day. At completion of work, the Contractor shall remove all work materials, tools, machinery, and surplus materials from the work site and shall leave project in ready to use condition. The Contractor assumes all liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards.

SUPERVISION AND INSPECTION

The SBSC will inspect all sites to ensure that the schedules and work performance are in accordance with the contract.

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, 1960 Landings Boulevard, Sarasota, Florida 34231 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, rentals or subcontractor invoices must be included with the invoicing to the SBSC. The Contractor's invoice will also reflect a breakdown of all standard hours and non-standard hours worked.**

PAYMENT

Payment will be tendered only for services or the portion of services completed, providing the services performed are satisfactory to the SBSC. The School Board pays invoices after services and products have been received in accordance with the local government prompt payment act. Payments will not be authorized for installations that are sub-standard.

PRICING

If any other public agency wishes to purchase products and/or services utilizing this bid and negotiates a lesser price than those indicated on this bid, the lower price, including any rebates, additional services, etc., shall be extended to the SBSC. Failure to report a lesser price may disqualify the bidder.

INSURANCE

Prior to commencing work, the Contractor/Subcontractor shall acquire and maintain insurance as outlined on the INSURANCE REQUIREMENTS page within this invitation to bid. Insurance certificates regarding liability coverages, as required by the contract documents, shall name the School Board of Sarasota County as additional insured. Failure to provide valid insurance documentation may result in removal from the vendor list and/or removal of Contractor from the bid.

CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

Information regarding the ability of the SBSC to secure goods and services on a "first priority" basis before, during, or after an emergency/hurricane or disaster situation is attached. Please execute form provided.

GUARANTEED QUANTITIES

No guarantee is given or implied as to the total dollar value of this bid. The SBSC is not obligated to place any order with any Contractor participating in this bid.

BID AWARD

This bid will be awarded to the lowest responsible and responsive bidder(s). A scenario will be used in the evaluation of this bid. This scenario will be in a sealed envelope held at the Materials Management Department, to be opened at the time and place of the bid opening.

Multiple vendor awards may be recommended.

Repeated failure to adhere to service/response time parameters may result in termination of the bid award.

In all cases the SBSC shall be the sole judge of what is considered equal.

EXEMPT FROM THIS BID

Purchases shall not include items available at lower prices on other public entity bid awards or State of Florida Contracts. The SBSC reserves the right to bid any item separately if deemed in the best interest of the SBSC.

WRITTEN QUESTIONS

Written questions regarding **Signage - Provide And Install – Bid #22-0203** are due prior to **2:00 p.m. on April 27, 2022.** Written questions must be submitted by mail, fax or e-mail to:

Kayla Brewster, Buyer
Materials Management
The School Board of Sarasota County, Florida
101 Old Venice Road
Osprey, FL 34229
Fax: 941-486-2188
Email: kayla.brewster@sarasotacountyschools.net

ADDENDUM

If necessary, an addendum will be issued on or about April 28, 2022 and will be posted at www.myvendorlink.com

Bid Submittals

Executed Certification Page
Executed Conditions for Emergency/Hurricane or Disaster Form
Commercial Reference Form
Completed Bid Form
If alternate LED sign, include detailed specifications, size and pictures of sign

CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this invitation to bid that before, during, and after a public emergency, hurricane, disaster, flood, or acts of God, that the municipal government, through the School Board of Sarasota County, shall require a “first priority” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the School Board of Sarasota County.

Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Sarasota County or other government entity as opposed to a private citizen on a first priority basis. The School Board of Sarasota County expects to pay a fair and reasonable price for all products in the event of an emergency, hurricane, or disaster. Vendor/Contractor shall furnish a “24 hour” phone number in the event of such an emergency.

_____ I hereby understand and agree to the above statement.

_____ _____
Signature Print Name

_____ _____
Title Name of Bidding Company

Emergency Contact: _____

Emergency Telephone Number: _____

Home Telephone Number: _____

Beeper or Cellular Phone Number: _____

Office: _____ Fax: _____

Email: _____

_____ I cannot comply with this request.

_____ _____
Signature Print Name

_____ _____
Title Name of Bidding Company

COMMERCIAL REFERENCES

Company Name: _____

Experience: _____

Indicate below the number of years (minimum of five years) the bidding company has been in business providing signage and install service:

Number of months/years:

All bidders must have performed verifiable work providing signage and install service as specified herein, within the most recent thirty-six (36) month period of time. Three (3) commercial references of comparable scope are required. The bidder agrees to provide references from customers other than the School Board of Sarasota County.

1. Company Name:

   Location of Service:

   Dates services were provided:

   Type of service provided:

   Contact Person:

   Title: Telephone ( )

   Email Address: Fax ( )

2. Company Name:

   Location of Service:

   Dates services were provided:

   Type of service provided:

   Contact Person:

   Title: Telephone ( )

   Email Address: Fax ( )

3. Company Name:

   Location of Service:

   Dates services were provided:

   Type of service provided:

   Contact Person:

   Title: Telephone ( )

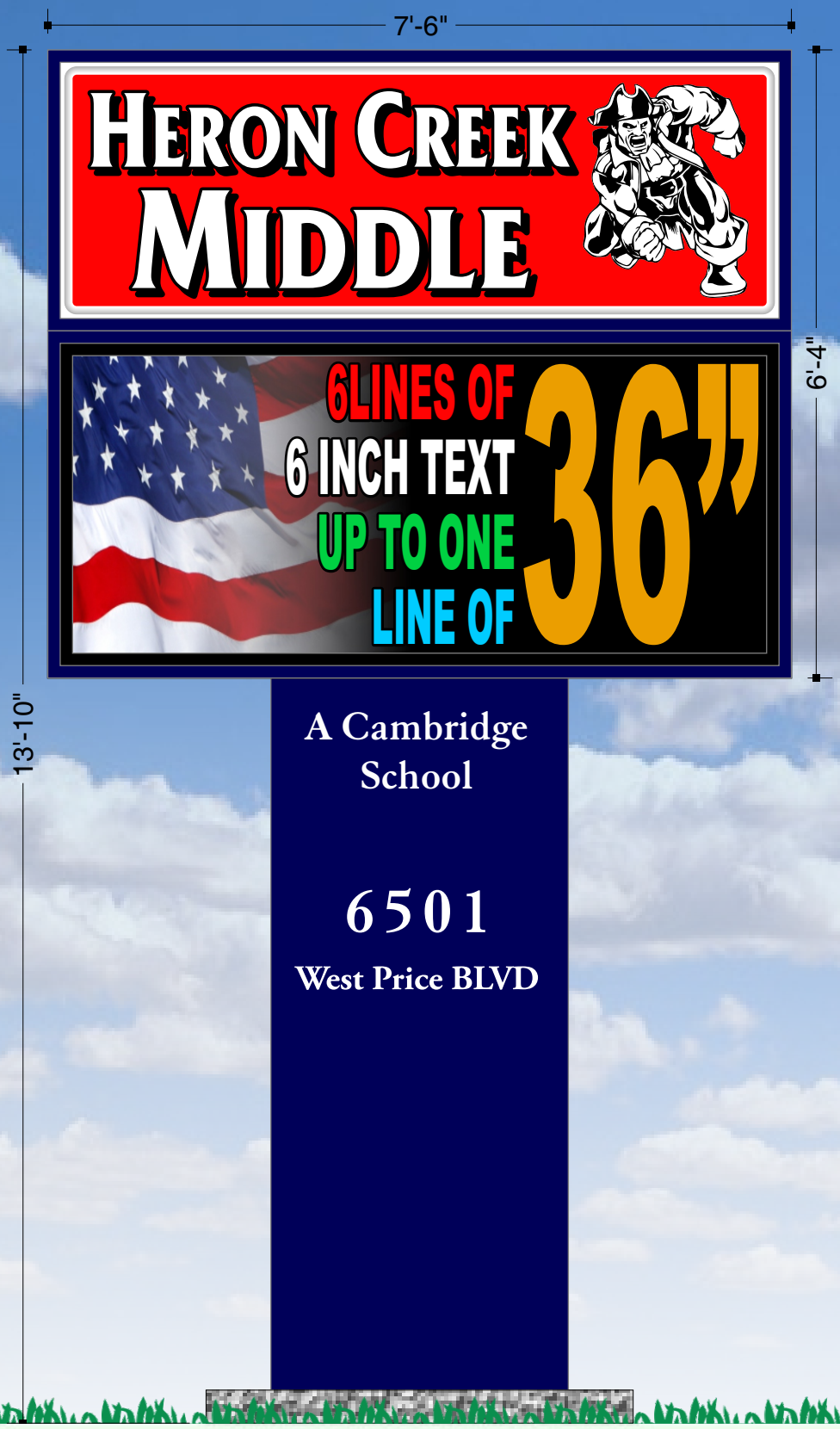
   Email Address: Fax ( )

Item #	Sign Type/Description	Price	Unit	Minimum Sign Cost
ADA COMPLIANT SIGNAGE, EXTERIOR GRADE				
1	Acrylic, Fused & embedded, ADA compliant, raised text, and Grade II Braille.	$	sq. in.	$
AWARD SIGN				
2	Acrylic award plaque; printed 1/8" on first surface panel, over second 1/16" backer/border plate, hanger wire.	$	sq. in.	$
INFORMATIONAL & DIRECTIONAL SIGNAGE, EXTERIOR GRADE				
3	Engraved, informational acrylic, surface.	$	sq. in.	$
4	Engraved, informational acrylic, sub-surface.	$	sq. in.	$
5	Printed with UV clear laminate on PVC/aluminum composite sign board, with UV clear laminate.	$	sq. in.	$
6	Printed back peel sticker; Sizes 24 sq. in (i.e., 4" x 6") to 40 sq. in (i.e., 4" x 10")	$	sq. in.	$
7	Printed back peel sticker; Sizes 41 sq. in (i.e., 4" x 12") to 10 sq. in (i.e., 10" x 10")	$	sq. in.	$
8	1/2" thick HDPE (High density polyethylene), 3ply/colors, routed recessed text, single sided, (i.e., similar to Poly-Rout®, maintenance free sign), exterior use.	$	sq. in.	$
9	3/4" thick HDPE (High density polyethylene), 3ply/colors, routed recessed text, double sided, (i.e., similar to Poly-Rout®, maintenance free sign), exterior use.	$	sq. in.	$
NON-REFLECTIVE, CUSTOM TEXT. PRINTED WITH UV CLEAR LAMINATE ON .080 ALUMINUM SIGN BOARD, RADIUS CORNERS.				
10	Various custom text 12" x 12", printed on .080 aluminum sign board, with UV clear laminate.	$	each	$
11	Various custom text 12" x 12", printed on 3mil PVC/aluminum composite sign board, with UV clear laminate (similar to Die-Bond).	$	each	$
12	Various custom text 12" x 18", printed on .080 aluminum sign board, with UV clear laminate.	$	each	$
13	Various custom text 12" x 18", printed on 3mil PVC/aluminum composite sign board, with UV clear laminate (similar to Die-Bond).	$	each	$
14	Various custom text 18" x 24", printed on .080 aluminum sign board, with UV clear laminate.	$	each	$
15	Various custom text 18" x 24", printed on 3mil PVC/aluminum composite sign board, with UV clear laminate (similar to Die-Bond).	$	each	$
REFLECTIVE, CUSTOM TEXT. PRINTED WITH UV CLEAR LAMINATE ON .080 ALUMINUM OR 3MIL PVC COMPOSITE SIGN BOARD, RADIUS CORNERS.				
16	Various custom text 12" x 12", printed on .080 aluminum sign board, with UV clear laminate.	$	each	$
17	Various custom text 12" x 12", printed on 3mil PVC/aluminum composite sign board, with UV clear laminate (similar to Die-Bond).	$	each	$
18	Various custom text 12" x 18", printed on .080 aluminum sign board, with UV clear laminate.	$	each	$
19	Various custom text 12" x 18", printed on 3mil PVC/aluminum composite sign board, with UV clear laminate (similar to Die-Bond).	$	each	$
20	Various custom text 18" x 24", printed on .080 aluminum sign board, with UV clear laminate.	$	each	$
21	Various custom text 18" x 24", printed on 3mil PVC/aluminum composite sign board, with UV clear laminate (similar to Die-Bond).	$	each	$

BANNERS					
Banners: welded hems, no maximum number of grommets per banner, 13 oz, single sided, full color.					
22	Banners, per square foot.		$	sq. ft.	$
MISCELLANEOUS/LABOR					
The Contractor may be required to do custom art work. *If the Contractor shall require a "set-up" fee, this fee shall be a one (1) time charge for specialized or custom artwork only.* No charges for standard verbage shall be permitted. This set-up fee shall include but not be limited to, silk screening, camera ready art work, and specialty signs. This set-up fee cannot be charged for standard ADA or regulatory signage. The Contractor shall keep this new set-up in inventory for future orders at no cost to the SBSC.					
23	One time art fee for each new order with NEW layout; not for re-orders of previous designs.		$	each	$
24	Labor/Installation; hourly rate for install of above signs and maintenance of signs.		$	hour	$
LED SIGNS, pedestal and monument to include labor for installation (electrical and concrete provided by others, not part of bid price). Provide double faced/single faced LED signage for sizes listed below or indicate dimension of sign. Please price signs as full color.			Provide **full color** price, dimension, & circle brand		
25	Sign Option A	Approximately 13' 10" X 7' 6" or approved dimension.			
		Indicate sign dimension **in space provided to right.**	_____		
		Type: double faced	$		
		Brand: (circle) Optec Watchfire Robson Daktonics **or indicate approved alternate in space provided to right.**	_____		
26	Sign Option B	Approximately 12' 4" X 7' 6" or approved dimension.			
		Indicate sign dimension **in space provided to right.**	_____		
		Type: double faced	$		
		Brand: (circle) Optec Watchfire Robson Daktonics **or indicate approved alternate in space provided to right.**	_____		
27	Sign Option C Monument	Approximately 8' 0" X 7' 6" or approved dimensions.			
		Indicate sign dimension **in space provided to right.**	_____		
		Monument, Type: double faced	$		
		Monument, Type: single faced	$		
		Brand: (circle) Optec Watchfire Robson Daktonics **or indicate approved alternate in space provided to right.**	_____		
OPTIONAL VANDAL COVER					
28	Optional vandal cover for LED (square foot price)		$ _____ sq. ft.		

PARTS/MATERIALS & SERVICE (For service work above and beyond warranty and normal installation)		
29	Parts/materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARKUP of parts/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 parts/materials invoice from the Contractor's supplier must be included with all billings to the SBSC for materials. **Note: During a declared disaster situation no mark-up will be permitted, only actual cost of parts/materials.**	_____ Maximum 10% markup
LABOR		Price per hour
30	Hourly rate for standard working hours, above and beyond the normal installation that is included with the bid pricing. (Monday through Friday from 7:00 A.M. to 5:00 P.M.).	$ _____ hourly
31	Hourly rate for non-standard working hours, above and beyond the normal installation that is included with the bid pricing. (Monday through Friday prior to 7:00 A.M. and after 5:00 P.M., and Saturday and Sunday).	$ _____ hourly
32	Hourly labor rate for standard working hours for service and maintenance, exclusive of warranty. (Monday through Friday from 7:00 A.M. to 5:00 P.M.).	$ _____ hourly
33	Hourly labor rate for non-standard working hours for service and maintenance, exclusive of warranty. (Monday through Friday prior to 7:00 A.M. and after 5:00 P.M., and Saturday and Sunday).	$ _____ hourly
RENTAL EQUIPMENT		
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 signage services and only used with prior written approval from the Facilities Services or Construction Services representative. Rental is for active use of equipment. Payment for inactive use will not be allowed.		
34	Rental shall be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARKUP 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 SBSC for rentals. **Note: During a declared disaster situation no mark-up will be permitted, only actual cost of rental equipment.**	_____ Maximum 10% markup
SUBCONTRACTED SERVICES		
On occasion, it is recognized that subcontracted services may be necessary. This category is for services used on occasion, not in the regular course of signage services and only used with prior written approval from the Facilities Services or Construction Services representative.		
35	Subcontracted services are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARKUP 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 SBSC for subcontracted services. **Note: During a declared disaster situation no mark-up will be permitted, only actual cost of subcontracted services.**	_____ Maximum 10% markup
BID SUBMITTALS CHECK LIST		
	Executed Certification Page	
	Executed Conditions for Emergency/Hurricane or Disaster Form	
	Commercial Reference Form	
	Bid Form	
	If alternate LED sign, include detailed specifications, size and pictures of sign	

OPTION A



Electrical and concrete provided by others, not part of bid pricing.
Measurements are approximate, please submit your sign dimensions with bid.

1333

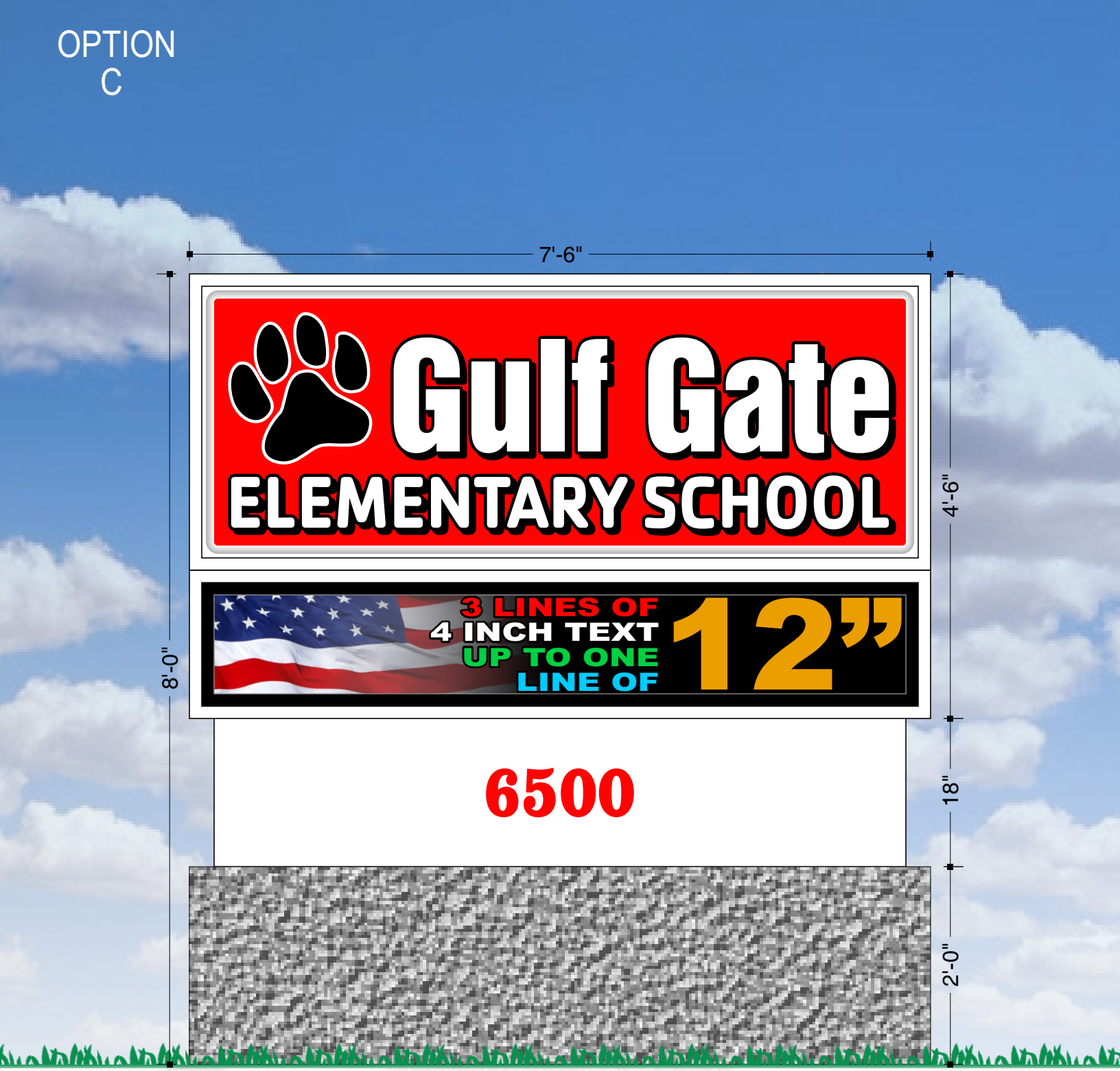
OPTION
B



Electrical and concrete provided by others, not part of bid pricing.
Measurements are approximate, please submit your sign dimensions with bid.

1334

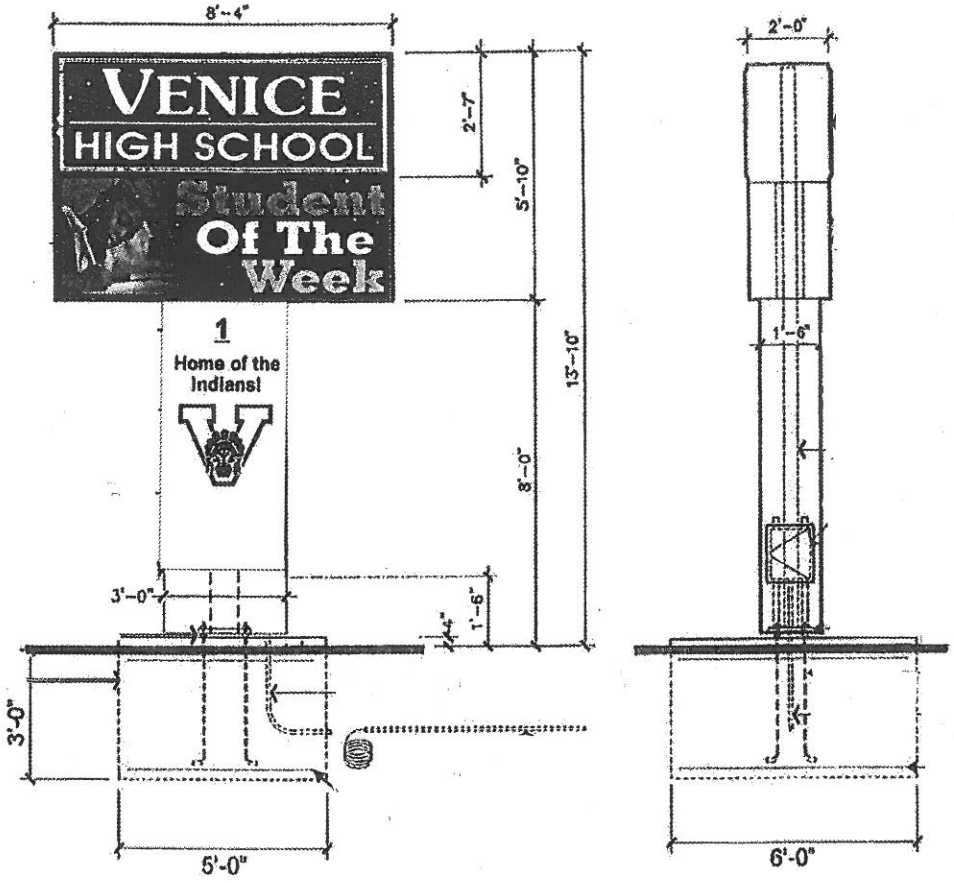
OPTION
C



Electrical and concrete provided by others, not part of bid pricing.

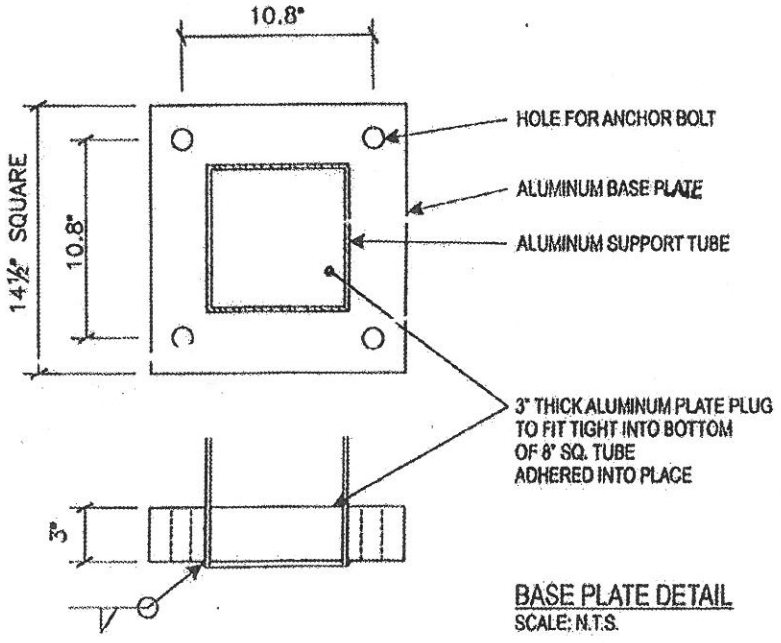
Measurements are approximate, please submit your sign dimensions with bid.

1335



FRONT / REAR ELEVATION
SCALE: 1/4" = 1'-0"

SIDE ELEVATION
SCALE: 1/4" = 1'-0"



BASE PLATE DETAIL
SCALE: N.T.S.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

PARTICIPATING AGREEMENT, SDMC No. 23-0050-MR

This Participating Agreement is made and entered into as of the last date signed below by and between The School District of Manatee County (District) and **H & H Signs** (Contractor).

1. **AUTHORITY**

1.1 The District is authorized by rule 6A-1.012 Florida Administrative Code "to purchase under the current contracts as may be established for any of the public agencies as set forth above at or below the unit price stated therein, if such purchase is to the economic advantage of the district school board, subject to conformance of the items of purchase to the standards and specifications prescribed by the superintendent for said district."

1.2 **School Board of Sarasota County** competitively procured and awarded **Signage-Provide and Install No. 22-0203** and is hereto as Exhibit A, ("Solicitation"). A contract was executed **June 13, 2022** between the parties and is hereto as Exhibit B, ("Authorized Contract").

1.3 Therefore, the District would enter into a Participating Agreement with Contractor.

2. **PURPOSE AND SCOPE**

2.1 The purpose of the Participating Agreement is to LED signs pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.

3. **TERM AND RENEWAL**

3.1 **Term:** This Participating Agreement shall become effective on **July 27, 2022** or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, unless terminated earlier by **School Board of Sarasota County** .

3.2 **Renewal:** Upon agreement of the parties, this Participating Agreement may be renewed for a term that does not exceed the initial or renewal term of the Authorized Contract. Renewal must be in writing and is subject to the same terms and conditions set forth in the Authorized Contract, and any amendments, and this Participating Agreement, and any amendments.

4. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

4.1 The attached Exhibit A (Solicitation) is hereby incorporated into the Participating Agreement.

4.2 The attached Exhibit B, Authorized Contract, is hereby incorporated into the Participating Agreement as if fully set forth herein, unless modified below and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties.

4.3 Sections of Exhibit B, Authorized Contract, are superseded by Section 5, Terms Supplemental to the Authorized Contract.

4.4 Exhibit C, **Signage-Provide and Install tabulation.**

5. **TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT**

5.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at: www.manateeschools.net.

5.2 **ASSIGNMENT:** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by The School Board of Manatee County upon thirty days written notice and The School Board of Manatee County will be released of any and all obligations under this contract.

5.3 **THIRD PARTY BENEFICIARIES:** This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.

5.4 **GOVERNING LAW:** This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

5.5 **RELATIONSHIP OF PARTIES:** The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School Board of Manatee County does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

5.6 **INVOICE REQUIREMENTS**: The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5.7 **INDEMNIFICATION**:

To the extent permitted by law, the Contractor agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any

and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the contracting party with the Manatee County School Board, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board of Manatee County, the election to immediately terminate this agreement.

5.8 **CONFIDENTIALITY:** Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non-Discrimination Act of 2008.

5.9 **SOVEREIGN IMMUNITY:** The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

5.10 **COMPLIANCE REQUIREMENTS:** The School Board of Manatee County, acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School Board of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/proposer agrees to all provisions and instructions contained in this proposal document and agrees that the failure of vendor/proposer to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

5.11 **CONTACT WITH STUDENTS:** Unless otherwise specified, the contracting party with The School Board of Manatee County, will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

5.12 **STANDARDS OF CONDUCT:** The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

5.13 **SEVERABILITY AND WAIVER:** If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

5.14 **FORCE MAJEURE:** The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

5.15 **EQUAL EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5.16 **ANTI-DISCRIMINATION:** a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

5.17 **MINORITY, SMALL, AND WOMEN OWNED BUSINESS:** School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

5.18 **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.19 **TERMINATION FOR CAUSE AND CONVENIENCE:**
Termination for Cause—The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—

Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

5.20 **COMPLIANCE WITH THE SUNSHINE LAW:** The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

5.21 **SCHOOL DISTRICT POLICY:** In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

5.22 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. The proposer shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful proposer(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

5.23 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

5.24 **TAX EXEMPTIONS:** When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

5.25 **DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148):** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for

compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

5.26 **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

5.27 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5.28 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5.29 **CLEAN AIR ACT (42 U.S.C. 7401–7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251–1387), AS AMENDED:** Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

5.30 **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered

materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

5.31 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.32 **OTHER PROVISIONS:**

5.32.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

5.32.2 *CRIMINAL ACTS:* Employment on the project by the Vendor/Proposer, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Proposer agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.

5.32.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

5.32.4 *ENTIRE AGREEMENT:* This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

5.33 **CUSTODIAN OF PUBLIC RECORDS:**
IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:
PUBLIC RECORDS CUSTODIAN
215 MANATEE AVENUE W.
BRADENTON,
FLORIDA, 34205
(941) 708-8770
PUBLICRECORDS@MANATEESCHOOLS.NET

5.34 ASSIGNMENT: Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by the School District upon thirty days written notice and the School Board will be released of any and all obligations under this contract.

6. **EXHIBITS TO THE PARTICIPATING AGREEMENT**

6.1 All terms and conditions contained in Exhibits A though C are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties. The Exhibits are:
6.1.1 Exhibit A: original Solicitation and contractors Reply
6.1.2 Exhibit B: The Authorized Contract, including exhibits and amendments as modified by Section 5 of this document.
6.1.3 Exhibit C: **Signage-Provide and Install tabulation.**

7. **COVID 19**
7.1 The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19.

8. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY")**
8.1 By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Vendor Disqualifiable Offenses:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

PARTICIPATING AGREEMENT, SDMC No. 23-0050-MR

This Participating Agreement is made and entered into as of the last date signed below by and between The School District of Manatee County (District) and **I2 Visual Inc.** (Contractor).

1. **AUTHORITY**

1.1 The District is authorized by rule 6A-1.012 Florida Administrative Code "to purchase under the current contracts as may be established for any of the public agencies as set forth above at or below the unit price stated therein, if such purchase is to the economic advantage of the district school board, subject to conformance of the items of purchase to the standards and specifications prescribed by the superintendent for said district."

1.2 **School Board of Sarasota County** competitively procured and awarded **Signage-Provide and Install No. 22-0203** and is hereto as Exhibit A, ("Solicitation"). A contract was executed **June 13, 2022** between the parties and is hereto as Exhibit B, ("Authorized Contract").

1.3 Therefore, the District would enter into a Participating Agreement with Contractor.

2. **PURPOSE AND SCOPE**

2.1 The purpose of the Participating Agreement is to LED signs pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.

3. **TERM AND RENEWAL**

3.1 **Term:** This Participating Agreement shall become effective on **July 27, 2022** or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, unless terminated earlier by **School Board of Sarasota County** .

3.2 **Renewal:** Upon agreement of the parties, this Participating Agreement may be renewed for a term that does not exceed the initial or renewal term of the Authorized Contract. Renewal must be in writing and is subject to the same terms and conditions set forth in the Authorized Contract, and any amendments, and this Participating Agreement, and any amendments.

4. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

4.1 The attached Exhibit A (Solicitation) is hereby incorporated into the Participating Agreement.

4.2 The attached Exhibit B, Authorized Contract, is hereby incorporated into the Participating Agreement as if fully set forth herein, unless modified below and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties.

4.3 Sections of Exhibit B, Authorized Contract, are superseded by Section 5, Terms Supplemental to the Authorized Contract.

4.4 Exhibit C, **Signage-Provide and Install tabulation.**

5. TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT

5.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at: www.manateeschools.net.

5.2 **ASSIGNMENT:** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by The School Board of Manatee County upon thirty days written notice and The School Board of Manatee County will be released of any and all obligations under this contract.

5.3 **THIRD PARTY BENEFICIARIES:** This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.

5.4 **GOVERNING LAW:** This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

5.5 **RELATIONSHIP OF PARTIES:** The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School Board of Manatee County does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

5.6 **INVOICE REQUIREMENTS**: The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5.7 **INDEMNIFICATION**:

To the extent permitted by law, the Contractor agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any

and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the contracting party with the Manatee County School Board, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board of Manatee County, the election to immediately terminate this agreement.

5.8 **CONFIDENTIALITY:** Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non-Discrimination Act of 2008.

5.9 **SOVEREIGN IMMUNITY:** The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

5.10 **COMPLIANCE REQUIREMENTS:** The School Board of Manatee County, acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School Board of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/proposer agrees to all provisions and instructions contained in this proposal document and agrees that the failure of vendor/proposer to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

5.11 **CONTACT WITH STUDENTS:** Unless otherwise specified, the contracting party with The School Board of Manatee County, will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

5.12 **STANDARDS OF CONDUCT:** The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

5.13 **SEVERABILITY AND WAIVER:** If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

5.14 **FORCE MAJEURE:** The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

5.15 **EQUAL EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5.16 **ANTI-DISCRIMINATION:** a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

5.17 **MINORITY, SMALL, AND WOMEN OWNED BUSINESS:** School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

5.18 **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.19 **TERMINATION FOR CAUSE AND CONVENIENCE:**
Termination for Cause—The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—

Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

5.20 **COMPLIANCE WITH THE SUNSHINE LAW:** The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

5.21 **SCHOOL DISTRICT POLICY:** In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

5.22 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. The proposer shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful proposer(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

5.23 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

5.24 **TAX EXEMPTIONS:** When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

5.25 **DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148):** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, ''Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction''). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for

compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

5.26 **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

5.27 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5.28 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5.29 **CLEAN AIR ACT (42 U.S.C. 7401–7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251–1387), AS AMENDED:** Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

5.30 **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered

materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

5.31 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.32 **OTHER PROVISIONS:**

5.32.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

5.32.2 *CRIMINAL ACTS:* Employment on the project by the Vendor/Proposer, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Proposer agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.

5.32.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

5.32.4 *ENTIRE AGREEMENT:* This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

5.33 **CUSTODIAN OF PUBLIC RECORDS:**
IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:
PUBLIC RECORDS CUSTODIAN
215 MANATEE AVENUE W.
BRADENTON,
FLORIDA, 34205
(941) 708-8770
PUBLICRECORDS@MANATEESCHOOLS.NET

5.34 ASSIGNMENT: Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by the School District upon thirty days written notice and the School Board will be released of any and all obligations under this contract.

6. **EXHIBITS TO THE PARTICIPATING AGREEMENT**

6.1 All terms and conditions contained in Exhibits A though C are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties. The Exhibits are:
6.1.1 Exhibit A: original Solicitation and contractors Reply
6.1.2 Exhibit B: The Authorized Contract, including exhibits and amendments as modified by Section 5 of this document.
6.1.3 Exhibit C: **Signage-Provide and Install tabulation.**

7. **COVID 19**
7.1 The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19.

8. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY")**
8.1 By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: 29_____

I2 VISUAL, INC.	
BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME: I2 VISUAL INC

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

PARTICIPATING AGREEMENT, SDMC No. 23-0050-MR

This Participating Agreement is made and entered into as of the last date signed below by and between The School District of Manatee County (District) and **Robson Corporation** (Contractor).

1. **AUTHORITY**

1.1 The District is authorized by rule 6A-1.012 Florida Administrative Code "to purchase under the current contracts as may be established for any of the public agencies as set forth above at or below the unit price stated therein, if such purchase is to the economic advantage of the district school board, subject to conformance of the items of purchase to the standards and specifications prescribed by the superintendent for said district."

1.2 **School Board of Sarasota County** competitively procured and awarded **Signage-Provide and Install No. 22-0203** and is hereto as Exhibit A, ("Solicitation"). A contract was executed **June 13, 2022** between the parties and is hereto as Exhibit B, ("Authorized Contract").

1.3 Therefore, the District would enter into a Participating Agreement with Contractor.

2. **PURPOSE AND SCOPE**

2.1 The purpose of the Participating Agreement is to LED signs pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.

3. **TERM AND RENEWAL**

3.1 **Term:** This Participating Agreement shall become effective on **July 27, 2022** or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, unless terminated earlier by **School Board of Sarasota County** .

3.2 **Renewal:** Upon agreement of the parties, this Participating Agreement may be renewed for a term that does not exceed the initial or renewal term of the Authorized Contract. Renewal must be in writing and is subject to the same terms and conditions set forth in the Authorized Contract, and any amendments, and this Participating Agreement, and any amendments.

4. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

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5.3 **THIRD PARTY BENEFICIARIES:** This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.

5.4 **GOVERNING LAW:** This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

5.5 **RELATIONSHIP OF PARTIES:** The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School Board of Manatee County does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

5.6 **INVOICE REQUIREMENTS**: The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5.7 **INDEMNIFICATION**:

To the extent permitted by law, the Contractor agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any

and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the contracting party with the Manatee County School Board, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board of Manatee County, the election to immediately terminate this agreement.

5.8 **CONFIDENTIALITY:** Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non-Discrimination Act of 2008.

5.9 **SOVEREIGN IMMUNITY:** The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

5.10 **COMPLIANCE REQUIREMENTS:** The School Board of Manatee County, acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School Board of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/proposer agrees to all provisions and instructions contained in this proposal document and agrees that the failure of vendor/proposer to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

5.11 **CONTACT WITH STUDENTS:** Unless otherwise specified, the contracting party with The School Board of Manatee County, will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

5.12 **STANDARDS OF CONDUCT:** The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

5.13 **SEVERABILITY AND WAIVER:** If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

5.14 **FORCE MAJEURE:** The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

5.15 **EQUAL EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5.16 **ANTI-DISCRIMINATION:** a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

5.17 **MINORITY, SMALL, AND WOMEN OWNED BUSINESS:** School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

5.18 **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.19 **TERMINATION FOR CAUSE AND CONVENIENCE:**
Termination for Cause—The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—

Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

5.20 **COMPLIANCE WITH THE SUNSHINE LAW:** The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

5.21 **SCHOOL DISTRICT POLICY:** In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

5.22 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. The proposer shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful proposer(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

5.23 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

5.24 **TAX EXEMPTIONS:** When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

5.25 **DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148):** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for

compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

5.26 **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

5.27 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5.28 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5.29 **CLEAN AIR ACT (42 U.S.C. 7401–7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251–1387), AS AMENDED:** Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

5.30 **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered

materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

5.31 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.32 **OTHER PROVISIONS:**

5.32.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

5.32.2 *CRIMINAL ACTS:* Employment on the project by the Vendor/Proposer, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Proposer agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.

5.32.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

5.32.4 *ENTIRE AGREEMENT:* This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

5.33 **CUSTODIAN OF PUBLIC RECORDS:**
IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:
PUBLIC RECORDS CUSTODIAN
215 MANATEE AVENUE W.
BRADENTON,
FLORIDA, 34205
(941) 708-8770
PUBLICRECORDS@MANATEESCHOOLS.NET

5.34 ASSIGNMENT: Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by the School District upon thirty days written notice and the School Board will be released of any and all obligations under this contract.

6. **EXHIBITS TO THE PARTICIPATING AGREEMENT**

6.1 All terms and conditions contained in Exhibits A though C are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties. The Exhibits are:
6.1.1 Exhibit A: original Solicitation and contractors Reply
6.1.2 Exhibit B: The Authorized Contract, including exhibits and amendments as modified by Section 5 of this document.
6.1.3 Exhibit C: **Signage-Provide and Install tabulation.**

7. **COVID 19**
7.1 The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19.

8. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY")**
8.1 By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: 1676267_____

ROBSON CORPORATION	
BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME: ROBSON CORPORATION

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

AGENDA ITEM NO. 10.30

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Sole Source to Purchase Soundproofing Acoustical Panels with Related Services, SDMC No. 23-0060-MR, Estimated in the Amount of $200,000.00

Executive Summary
Acoustical panels are needed in schools to replace outdated/damaged panels and to add new panels for soundproofing and noise reduction in selected areas. New England Soundproofing has one factory-licensed reseller for the State of Florida. Sonic Shield offers consultant services for soundproofing and handles the installation. Sonic has submitted prices for a one-year contract period of July 27, 2022 through June 30, 2023.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow.

Florida Statutes Section 1010.04(4) states, “Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

Historical expenditures are as follows:
Fiscal Year to Date 2021-2022: $20,952.00

The supplier is Sonic Shield, Port Richey, FL, Florida Document No. F19000000190.

This item aligns with the District’s Strategic Plan Goal(s) which state(s):

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of sole source to purchase soundproofing acoustical panels with related services, SDMC No. 23-0060-MR, estimated in the amount of $200,000.00.

Financial Impact
The funding source for this annually estimated expenditure is Local Capital Improvements and is included in Maintenance, Operations & Central Distribution Warehouse Department's proposed budget for 2022-2023.

Contact
Submitting Departments: Maintenance, Operations & Central Distribution Warehouse and Purchasing
Initiated By: Todd Henson and Ruth Gruett

Attachments:
Contract for Services Soundproofing

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM Budgeted FUNDS — Maintenance and Operation — PO# TBD

Budgeted, Federal, Grant, Internal — Name of School/Department

○ $25,000 & UNDER PRINCIPAL/DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT

○ $25,000 - $49,999 PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, & SUPERINTENDENT

◉ $50,000 & OVER PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 5 day of July , 2022, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and Sonic Shield. (Vendor).

VENDOR:

Business Name: Sonic Shield Vendor No. _____
Representative: Rich Melton Position: _____
Address: 7921 Congress Street
City: Port Richey State: Fl Zip: 34668
Phone: 888-769-0766 Email: RICH.MELTON@SONIC-SHIELD.COM
SDMC Employee: Yes: (____) No: (x) Former: (____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is/are {*if attached indicate name of attachment*}
Consultant and install services for soundproofing with New England Soundproofing acoustical panels.

And shall be performed at the following location(s): _____
Date(s) of Service(s): 07/27/2022 to 06/30/2023 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $200,000.00, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
□ a rate of $_____per unit where the unit of measure is _____.
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line 37023 74000 468201 9512 30001

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

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.

Compliance with Jessica Lunsford Act:

The School District of Manatee County and State of Florida, requires all Vendors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School District for any claims made against the School Board related to the failure to comply with Section 1012.465 and Section 1012.32 Florida Statutes. For information on JLA requirements and how to comply visit: http://www.manateeschools.net/

Third Party Beneficiary:

This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any of any provision of this agreement will be effective unless in writing and signed by both parties.

Governing Law:

This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

Relationship of Parties:

The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School District does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

Indemnification:

Vendor agrees to defend indemnify and hold harmless the School District, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a services contract, Vendor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable Vendor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School District, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification.

Confidentiality:

Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

Sovereign Immunity:

The parties acknowledge and agree that the School Board, a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in Section 768.28 Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, 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 agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the services 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.

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement 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 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 Agreement.

Standards of Conduct:

Vendor will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the Vendor, but also to the employees of its sub-contractors.

Severability and Waiver:

If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure:

The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such a acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Equal Opportunity:

The Vendor 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 and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. 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."

Federal Debarment & Suspension Certification:

This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Termination:

Termination for Cause—The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

Termination for Convenience—Termination of this contract in whole or in part may be made by School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

Custodian of Public Records:

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian
215 Manatee Avenue W.
Bradenton,
Florida, 34205
(941) 708-8770
publicrecords@manateeschools.net

Compliance to the Sunshine Law:

The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Section 286.011 Florida Statutes. et. seq. and Section 119.01 Florida Statutes. et. seq. Vendor hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board 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 Chapter 112 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 Vendor will in no way be a cause for relief from responsibility. The Vendor 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 Vendor must not be in violation of any zoning or other ordinances in the performance of this contract.

Safety Standards:

All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

Tax Exemptions:

When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

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, 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. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor 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” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

Employment on the project by the Vendor, or any of its subcontractor, 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 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 does not comply with this provision

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 Vendor’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. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor 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.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with 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.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, 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 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, U.S. Code. 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.

Funding Agreement (Right to Inventions):

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a), and the contractor/subcontractor enters 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 contractor/subcontractor 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 implementing regulations issued by the awarding agency.

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail. In the event of conflict the terms of this agreement shall govern.

Covid 19 The Vendor agrees to follow the School District of Manatee County's protocols pertaining to COVID-19.

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 page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER:
_____

SIGNATURES:

_____	_____
Vendor Date	Deputy Superintendent Date
_____	_____
School Principal Date	Superintendent (over $25,000) Date
_____	_____
Legal Date	Board Chair (over $50,000) Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

AGENDA ITEM NO. 10.31

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the District, Food Service, and School Internal Accounts Petty Cash Funds for Fiscal Year 2022-2023, in the Amount of $1,550.00

Executive Summary
The School Board must authorize the establishment of each petty cash fund and the individuals responsible must be designated and approved.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Recommendation
The Superintendent recommends approval of the District, Food Service, and School's Internal Accounts Petty Cash Funds for Fiscal Year 2022-23, in the amount of $1,550.00.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Finance
Initiated By: Cathy Miley Hayden

Attachments:
District Petty Cash Funds 2022-2023
Food Service Petty Cash Fund 2022-2023
School's Internal Accounts Petty Cash Funds 2022-2023

Approval of District Petty Cash Funds for Fiscal Year 2022-2023:

DEPARTMENT	**INDIVIDUAL RESPONSIBLE**	**AMOUNT**
Finance	Cathy Miley	$100.00
Construction Services	Bill Horton	$300.00
Instructional Television	Matthew Messenger	$300.00
Transportation	Jamie Warrington	$300.00
TOTAL		**$1,000.00**

Approval of Food Service Petty Cash Funds for Fiscal Year 2022-2023:

DEPARTMENT	**INDIVIDUAL RESPONSIBLE**	**AMOUNT**
Food and Nutrition Services	Regina Thoma	$300.00
TOTAL		**$300.00**

Approval of School's Internal Accounts Petty Cash Funds for Fiscal Year 2022-2023:

SCHOOL	**INDIVIDUAL RESPONSIBLE**	**AMOUNT**
King Middle School	Michael Mullen	50.00
Manatee High School	Sharon Scarbrough	100.00
Mona Jain Middle School	Angela Lindsey	50.00
Prine Elementary School	Greg Sanders	50.00
TOTAL		**$250.00**

AGENDA ITEM NO. 10.32

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Food Service and School's Internal Accounts Change Funds for Fiscal Year 2022-2023, in the Amount of $37,450.00

Executive Summary
The School Board must authorize the establishment of each change fund, including the dollar amounts, and the individuals responsible must be designated and approved.

Some departments and schools, as well as each cafeteria, and Manatee Technical College (MTC) in the Manatee County School District transact daily cash sales and require a change fund to meet daily needs.

A list of the applicable departments, schools, cafeteria and Manatee Technical College (MTC) locations, the amount of the change funds requested, and the name of the individual responsible for each facility is attached.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Recommendation
The Superintendent recommends approval of the Food Service and School's Internal Accounts Change Funds for Fiscal Year 2022-2023, in the amount of $37,450.00.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Finance
Initiated By: Cathy Miley Hayden

Attachments:
Food Service Change Fund 2022 - 2023
Internal Accounts - Change Fund Request MTC 2022 - 2023
School's Internal Accounts Change Funds 2022-2023

1812 27th Street East Bradenton, FL 34208 941-739-5700 FAX: 941-708-8852

MEMO

TO: **Wendy Giron, Accounting Manager**

FROM: **Regina Thoma, SNS**
Director, Food & Nutrition Services

SUBJECT: **Change Fund Renewal**

DATE: May 24, 2022

The Food & Nutrition Department is requesting a renewal of their change funds for the upcoming 2022-2023 school year, based on the attached list.

CMM
Attachment

FOOD SERVICE CHANGE FUND LIST
2022-2023 School Year

School	CC	Change Amt
Abel El	0621	$ 75.00
Anna Maria El	0031	$ 75.00
Ballard El	0051	$ 75.00
Barbara Harvey El	0857	$ 75.00
Bashaw El	0641	$ 75.00
Bayshore El	0061	$ 75.00
Bayshore High	0072	$ 1,000.00
Blackburn El	0541	$ 75.00
Braden River El	0651	$ 75.00
Braden River M	0652	$ 300.00
Braden River H	0762	$ 1,000.00
Buffalo Creek M	0842	$ 300.00
Daughtrey El	0411	$ 75.00
Freedom El	0781	$ 75.00
Gullett Elem	0821	$ 75.00
Haile Middle	0711	$ 300.00
Harllee Site	9318	$ 75.00
Horizons Academy	0731	$ 75.00
Johnson K-8 School	0691	$ 300.00
King Middle	0611	$ 300.00
Kinnan El	0741	$ 75.00
Lakewood Ranch High	0721	$ 1,000.00
Lee Middle	0761	$ 300.00
Lincoln Memorial	0861	$ 300.00
Manatee El	0151	$ 75.00
Manatee High	0181	$ 1,000.00
McNeal El	0771	$ 75.00
Miller El	0221	$ 75.00
Mills El	0791	$ 75.00
Mona Jain Middle	0853	$ 300.00
Moody El	0601	$ 75.00
Myakka El	0231	$ 75.00
Nolan Middle	0752	$ 300.00
Oneco El	0261	$ 75.00
Palm View K-8 School	0281	$ 300.00
Palma Sola El	0291	$ 75.00
Palmetto El	0301	$ 75.00
Palmetto High	0351	$ 1,000.00
Parrish Community High	0852	$ 1,000.00
Prine El	0381	$ 75.00
Rogers Garden Bullock El	0271	$ 75.00
Samoset El	0421	$ 75.00
Sea Breeze El	0671	$ 75.00
Southeast High	0431	$ 1,000.00
Stewart El	0631	$ 75.00
Sugg Middle	0581	$ 300.00
Tara El	0681	$ 75.00
Tillman El	0521	$ 75.00
Willis El	0801	$ 75.00
Williams El	0811	$ 75.00
Witt El	0701	$ 75.00
TOTAL CHANGE FUNDS		$ 12,775.00

Summer Feeding Funds has carry over change funds of $300.00

Rev. date 05/24/22

0.*

12,775.00+

300.00+

13,075.00*

MANATEE TECHNICAL COLLEGE
Main Campus
6305 State Road 70 East
Bradenton, FL 34203
941.751.7900

To: Wendy Giron/Accounting Manager
From: Valerie Viands /MTC Director V.Viands
Date: May 12, 2022
Subject: Change Fund

Manatee Technical College currently has a change fund of $2,900.00. Attached is a list detailing the amount of funds disbursed to each location and who is currently responsible for those funds. This will be carried forward to the 2022/2023 school year. Please accept this as our request to renew this fund.

If you have any questions regarding these funds, please contact Jacqueline Johns via email or by phone at 941-751-7900 ext. 1167.

CHANGE FUND CASH DRAWER 2022-23 SCHOOL YEAR

LOCATION	CASHIER	AMOUNT
East Campus (Law Bldg)		
Café	Jen Hamilton	$150.00
Safe/Change Box	Jay Romine, Lesley Chevalier, Suzy Ibarra	$200.00
Subtotal		**$350.00**

All funds at East Campus are stored in the Safe located in Rm. 2-120 when not in use.

Main Campus		
Cosmetology – **Funds stored in Main Safe**	Lesvia Franco & Change Bag	$225.00
Bookstore Drawers 4 x $100– **Funds stored in Main Safe**	Laura Szajewski, Rosa Rivera, TBD Change Bag	$400.00
Café @ Main / Bistro 2 x $200 – **Funds stored in Main Safe**	Gina Bianchi & TBD (Leonda Anderson)	$400.00
Main Safe **– Rm. 111**	Samantha Cooper	$1,275.00
Cosmetology PM Classes x5 $50 – **Funds stored in Cosmo Safe Rm. 1-1600A**	Cosmo, Nails, Barbering, Facials, Massage – Lesvia Franco & Evening Instructors	$250.00
		$2,550.00
Subtotal		
Total		**$2,900.00**

Approval of School's Internal Accounts Change Funds for Fiscal Year 2022-2023:

SCHOOL NAME	INDIVIDUAL RESPONSIBLE	AMOUNT
Bayshore High School	Wendell Butler, Jr.	450.00
Braden River High School	Carl Auckerman	5,000.00
Buffalo Creek Middle School	Brad Scarbrough	225.00
Haile Middle School	Kate Barlaug	250.00
Lakewood Ranch High School	Dustin Dahlquist	1,500.00
Lincoln Memorial Middle School	Ronnie King	200.00
Manatee High School	Sharon Scarbrough	1,500.00
Nolan Middle School	Scott Cooper	300.00
Palmetto High School	Monica Delesline	5,000.00
Parrish Community High School	Craig Little	3,500.00
Prine Elementary School	Greg Sanders	150.00
Sea Breeze Elementary School	Tami VanOverbeke	100.00
Southeast High School	Ginger Collins	3,000.00
Sugg Middle School	Ann McDonald	300.00
TOTAL		**$21,475.00**

AGENDA ITEM NO. 10.33

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Proposal on Dairy - Food Service, SDMC No. 23-0042-BS, Estimated in the Amount of $1,500,000.00

Executive Summary
The proposal for dairy products was issued to ensure the district is receiving the best product, service, and price. Milk is required as part of the National School Lunch Program per regulations 7 CFR200. In order to incorporate student acceptability in the evaluation process, a blind taste test was conducted at three (3) schools where students participated in the taste test. The student's taste test results were used as one of the evaluation criteria. This request for proposal was evaluated on taste, price, delivery capabilities, and invoicing capabilities.

The requested contract is for the period of August 10, 2022 through August 9, 2025. This bid is for a period of three (3) years with the option to renew for two (2) additional one-year periods.

This proposal solicitation was issued on May 20, 2022. Request for Proposal was submitted to four hundred and twenty-eight (428) suppliers. The School District received three (3) responsive proposals. The remaining four hundred and twenty-five (425) suppliers did not respond to our request for proposal. Proposals were opened on June 29, 2022.

Historical expenditures for 2020-2021 were $1,040,887.50 and 2021-2022 was $1,194,538.18.

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 proposal is recommended for award to DFA Dairy Brands Fluid, LLC d/b/a TG Lee Dairy, Orlando, FL, Florida Document No. M20000004018.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Recommendation
The Superintendent recommends approval of the proposal on dairy - Food Service, SDMC No. 23-0042-BS, estimated in the amount of $1,500,000.00.

Financial Impact
The funding source for this annually estimated expenditure is food service general funds and is included in the Food and Nutrition Services Department proposed for 2022-2023.

Contact
Submitting Departments: Food and Nutritional Services and Purchasing
Initiated By: Regina Thoma and Ruth Gruett

Attachments:

230042 Dairy Award Recommendation
Dairy Award Agreement 23-0042-BS

NOTICE OF INTENT TO AWARD

BID ON DAIRY - FOOD SERVICE, SDMC No. 23-0042-BS

CONTRACT PERIOD: AUGUST 10, 2022 THROUGH AUGUST 9, 2025

BOARD APPROVAL ON JULY 26, 2022

TABULATION OF BIDS ON DAIRY - FOOD SERVICE, SDMC No. 23-0042-BS

Bids Due: 3:00 p.m., June 29, 2022

PROPOSER'S	Pricing 40 Points	Taste Test 35 Points	Delivery Capability 15 Points	Invoice Capability 10 Points	Total
DFA Dairy Brands Fluid, LLC dba TG Lee	**40.0**	**35.00**	**15.00**	**10.00**	**100**
M & B Products, Inc.	36.2	29.40	11.00	10.00	86.6
New Dairy Florida, LLC dba Borden Dairy	36.7	4.20	13.00	10.00	63.9

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, DAIRY – FOOD SERVICE, SDMC No. 23-0042-BS

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and DFA Dairy Brands Fluid, LLC, dba TG Lee Dairy (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:

DAIRY – FOOD SERVICE, SDMC No. 23-0042-BS

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from August 10, 2022 through August 9, 2025. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

3.1 The standard payment terms for the School District of Manatee County are Net 45. Invoices must include the purchase order number prominently displayed in order to receive payment. Payments will be made only to the vendor listed on the purchase order.

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.
The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.
The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5. **NON-FUNDING:**

5.1 In the event sufficient budgeted funds are not available for a new fiscal period, the Purchasing Department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

6. **TERMINATION FOR CAUSE AND CONVENIENCE:**

6.1 Termination for Cause—The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required

7. **COMPLIANCE WITH THE SUNSHINE LAW:**

7.1 The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

8.1 Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

9 **ANTI-DISCRIMINATION**:

9.1 a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the

marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

10. **MINORITY, SMALL, AND WOMEN OWNED BUSINESS**:

10.1 School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

11. **FORCE MAJEURE:**

11.1 The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restriction, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure., In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

12. **GOVERNING LAW:**

12.1 This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

13. **DAVIS**-BACON ACT:

13.1 as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

14. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

14.1 (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must

be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

15. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**

15.1 If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

16. **CLEAN AIR ACT:**

16.1 42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended: Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

17. **DEBARMENT AND SUSPENSION:**

17.1 (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

18. **BYRD ANTI-LOBBYING AMENDMENT:**

18.1 (31 U.S.C. 1352): Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each

tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:**

19.1 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

20. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS:**

20.1 2 CFR §200.333: When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

21. **INDEMNIFICATION:**

21.1 Contractor agrees to defend indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a contract Contractor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in aggregate coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable, Contractor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification. Failure to provide such insurance allows the District the election to immediately terminate this agreement.

22. **INSURANCE:**

22.1
a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
    I. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
d. Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
e. Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

23. **COMPLIANCE WITH JESSICA LUNSFORD ACT:**

23.1 The School District of Manatee County and State of Florida requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manateeschools.net.

24. **SOVEREIGN IMMUNITY:**

24.1

The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICA BILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian, 215 Manatee Avenue W. Bradenton, Florida, 34205
(941) 708-8770 publicrecords@manateeschools.net

25. **ENTIRE AGREEMENT:**

25.1 The proposal and this agreement constitutes the entire agreement between the parties and supersedes all prior agreements or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

26. **AUTHORITY TO EXECUTE:**

26.1 The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every, condition and covenant of the Contract Documents.

27. ASSIGNMENT:

27.1 Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by the School District upon thirty days written notice and the School Board will be released of any and all obligations under this contract.

28. **COVID 19**

28.1 The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19.

29. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):**

29.1 By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER:

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE
SIGNATURES:	

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

AGENDA ITEM NO. 10.34

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Contracts with Charter Schools and Other Sites to Provide Meal Service to Students and Adults for the 2022-2023 School Year

Executive Summary
The attached contracts aim to provide breakfast, lunch, and/or after-school meals to the students attending Charter and Contract Schools as requested by the individual schools. The terms and conditions of providing meals vary by location and are included in the contracts. All costs associated with providing meals to the contract sites are recovered through reimbursement received through charges for additional meals served and/or additional service fees.

Contracts were approved at the May 10, 2022 School Board Meeting. However, since then, we have had additional sites request meal service. Imagine Charter School at North Manatee and Learning is Fun have requested meal service.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Inclusive Culture & Engagement | Goal 4
Enhance parent and community engagement.

Recommendation
The Superintendent recommends approval of contracts with charter schools and other sites to provide meal service to students and adults for the 2022-2023 school year.

Financial Impact
The revenue generated from the service of meals to students and adults is part of the revenue at the cost center that prepares the meals. All revenue and expenses related to the preparation and service of meals is included in the Food Service Fund 410 budget.

Contact
Submitting Department: Food & Nutrition Services
Initiated By: Regina Thoma

Attachments:
LEARNING IS FUN 2022-2023
IMAGINE CHARTER SCHOOL AT NORTH MANATEE 2022-2023

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND LEARNING IS FUN

2022-2023 SCHOOL YEAR

This contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY** hereafter referred to as the DISTRICT and **LEARNING IS FUN** hereafter referred to as the CONTRACT SCHOOL for the 2022-2023 school year.

I. The District Agrees:

1. The DISTRICT agrees to provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT schools are in session.

(Please select all that apply)

- ☐ Breakfast
- ☑ Lunch
- ☐ Snack

2. All meals will be planned and prepared according to the relevant DISTRICT Child Nutrition Program regulations (i.e., lunches and after school snacks, 7 CFR Part 210; breakfasts, 7 CFR Part 220; Special Milk, 7 CFR Part 215). All meals will meet the requirements as specified in the aforementioned regulations.

3. No payment will be made for meals that are spoiled or unwholesome at the time of delivery, that do not meet the Child Nutrition Program requirements or that do not otherwise meet the requirements of this contract.

4. The DISTRICT agrees that documentation records will be available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT agrees to provide the transport containers. The containers shall be cleaned and sanitized ty the DISTRICT.

7. The DISTRICT will maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions in reimbursable meals as specified by a recognized medical authority for individual participating children who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will follow the menu providing complete meals for the children.

II. The CONTRACT SCHOOL Agrees:

1. The CONTRACT SCHOOL shall telephone an accurate meal and snack count to the school within the DISTRICT providing the food service by 9:00 AM each day. The CONTRACT SCHOOL shall notify the school within the DISTRICT of any increase or decrease in the number of meals and snacks ordered no later than 10:15 AM each day. Adequate servings shall be provided for the number of meals and snacks ordered.

2. The CONTRACT SCHOOL will be responsible for payment of **all** meals ordered. Meals will be charged in accordance with 2022-2023 district student meal prices. The snack charge will be $1.00 per snack meal. Prices are set in May of the pervious school year to be in compliance with the requirements set in the National School Lunch Program Regulations at 7 CFR 210.14(e). The CONTRACT SCHOOL will be notified by May 20, 2022 of a price increase if the DISTRICT is required to raise prices. The number of meals billed will be based on the number of meals signed for when picked up from the providing school. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. Any outstanding payment that is past due more than ninety (90) days will result in services being discontinued. At ninety (90) days past due, other collection actions will be initiated and/or the amount due will be deducted from the CONTRACT SCHOOL monthly FEFP disbursement.

3. The CONTRACT SCHOOL agrees to transport the meals from the preparation site to the delivery site, breakfast meals shall be ready for pick up at 7:30 AM and lunch meals shall be ready for pick up at 10:45 AM. The meals shall be transported in containers that maintain safe temperatures and prevent contamination. The meals will be picked up from the School within the District providing meal service.

4. The CONTRACT SCHOOL agrees to maintain applicable health certification and food safety training for its employees. The DISTRICT shall maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

5. The CONTRACT SCHOOL agrees to sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms will be submitted to the DISTRICT on a daily basis.

6. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits.

7. The CONTRACT SCHOOL agrees to comply with all Federal and State Laws, Regulations and Florida Department of Education guidelines.

8. The CONTRACT SCHOOL will be responsible for maintaining the documentation and preparation necessary for any administrative reviews conducted by state agencies. Requests for additional support must be sent to the DISTRICT, Director, Food and Nutrition Services, forty-five (45) days prior to the review. There may be an additional charge for requested support.

9. **The CONTRACT SCHOOL will be responsible for collecting allergy and special diet information from parents. The CONTRACT SCHOOL nurse of their design must meet with the Cafeteria Manager that serves the CONTRACT SCHOOL monthly to communicate and update special diet information. Any requests for a food substitution will only be granted if accompanied by a note from a Health Care Provider.**

10. The School District of Manatee County and State of Florida requires all contractors/subcontractors to comply with the Jessica Lunsford Act (JLA), which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with The School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless The School Board of Manatee County for any claims made against The School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be access at: http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

III. With the exception of payment obligations for prior performance under this agreement, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

IV. The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

V. The contracting party with the Manatee County School Board agrees to defend, indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the contracting party with The Manatee County School Board, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows The School Board of Manatee County, the election to immediately terminate the agreement.

VI. This contract will become effective August 10, 2022 and terminate May 26, 2023 or the last day of meal service provided by the District.

VII. This contract may be terminated, by either party, by mutual agreement between parties or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused these four (4) pages contract to be executed by their undersigned officials as duly authorized.

SCHOOL BOARD OF MANATEE COUNTY		**LEARNING IS FUN**	
Cynthia Saunders, Superintendent	Date	CONTRACT Director	6/29/22 Date
Rev. James Golden, Chair	Date	Witness	6/29/22 Date

Approved As To Form

Mitchell Teitelbaum, General Counsel Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND IMAGINE CHARTER SCHOOL AT NORTH MANATEE

2022-2023 SCHOOL YEAR

This contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY** hereafter referred to as the DISTRICT and **IMAGINE CHARTER SCHOOL AT NORTH MANATEE** hereafter referred to as the CHARTER SCHOOL for the 2022-2023 school year.

I. The District Agrees:

1. The DISTRICT agrees to provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT schools are in session.

(Please select all that apply)
- [x] Breakfast
- [x] Lunch
- [x] Snack

2. All meals will be planned and prepared according to the relevant DISTRICT Child Nutrition Program regulations (i.e., lunches and after school snacks, 7 CFR Part 210; breakfasts, 7 CFR Part 220; Special Milk, 7 CFR Part 215). All meals will meet the requirements as specified in the aforementioned regulations.

3. No payment will be made for meals that are spoiled or unwholesome at the time of delivery, that do not meet the Child Nutrition Program requirements or that do not otherwise meet the requirements of this contract.

4. The DISTRICT agrees that documentation records will be available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT agrees to provide the transport containers. The containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions in reimbursable meals as specified by a recognized medical authority for individual participating children who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. All meal benefit applications must be completed and forwarded to the DISTRICT for processing. Only students who have approved applications on file can be granted free or reduced-price meal benefits.

10. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services, Food and Nutrition Management and the DISTRICT. The DISTRICT agrees to provide 2 staff for breakfast, 1 staff person for lunch and snack to assist in delivery and set up, stay at the site and operate the point-of-sale software, and basic clean up at the end of meal service. The cost of the 2nd staff for breakfast is $500 per month.

11. The DISTRICT agrees to deliver the adequate number of bulk servings to meet the requirements for the number of meals ordered, unless other delivery arrangements are agreed up by the DISTRICT and CHARTER SCHOOL. All food remaining will be returned to the DISTRICT for use or disposal.

12. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The menu will identify additional menu choices such as PBJ, salad entrees, and deli sandwiches available. The district will follow the menu, providing complete meals for the children.

13. The DISTRICT agrees to provide a point-of-sale computer, applicable software and to maintain the computer and all district supplied equipment necessary.

II. The CHARTER SCHOOL Agrees:

1. The CHARTER SCHOOL agrees to pay the district $20,000.00 over and above the costs indicated in Section II.2 below. The cost can be paid in one payment of $20,000.00 at the beginning of the current school year or can be divided into 10 equal payments of $2000/month. For the funds, the DISTRICT agrees to provide transport of food, two (2) cashiers for breakfast and a cashier for lunch and snack. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. Meals will be charged in accordance with 2022-2023 district meal prices. Any outstanding payment that is past due more than ninety (90) days will result in services being discontinued. At ninety (90) days past due, other collection actions will be initiated and/or the amount due will be deducted from the CHARTER SCHOOL monthly FEFP disbursement.

2. The DISTRICT will provide detailed accounting of charges and money owed from the CHARTER SCHOOL for paid and reduced-price student meals and adult meals, monthly. The CHARTER SCHOOL agrees to pay the district, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year.

3. The CHARTER SCHOOL shall telephone an accurate meal and snack count to the school within the DISTRICT providing the food service by 8:00 AM each day. The CHARTER SCHOOL shall notify the school within the DISTRICT of any increase or decrease in the number of meals and snacks ordered no later than 9:00 AM each day. Adequate servings shall be provided for the number of meals and snacks ordered.

4. The CHARTER SCHOOL agrees to provide and maintain equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. The district agrees to maintain any equipment the district has provided for use by the CHARTER SCHOOL. The District reserves the right to remove such equipment upon 30 days written notice and/or default in payment to the District. **Equipment used for food and supplies for National School Lunch programs must not be used for storage of other foods and must have a secure locking system.**

5. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen, help in loading and unloading the food, equipment and supplies from the van. The CHARTER SCHOOL will also be responsible for trash removal and disposal. The DISTRICT shall provide serving and portioning instructions to the servers.

6. The CHARTER SCHOOL agrees to maintain applicable health certification and food safety training for its employees. The DISTRICT shall maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

7. The CHARTER SCHOOL agrees to comply with all Federal and State Laws, Regulations and Florida Department of Education guidelines.

8. The CHARTER SCHOOL agrees to abide by Manatee County District Wellness Policy 8510 (attached) as related to the operation of Food and Nutrition Services Program.

9. The CHARTER SCHOOL agrees the DISTRICT will conduct on site reviews of meal accountability procedures annually, but more frequently if the process is in question. Should meal accountability not meet the DISTRICT requirements, the CHARTER SCHOOL agrees to pay the district for lost reimbursement.

10. The CHARTER SCHOOL agrees the DISTRICT reserves the right to discontinue services if the accountability procedures are not being followed and implemented.

11. The CHARTER SCHOOL will have the option to participate in Food & Nutrition Services Theme Days.

12. **The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents. The CHARTER SCHOOL nurse of their designation must meet with the Cafeteria Manager that serves the CHARTER SCHOOL monthly to communicate and update special diet information. Any requests for a food substitution will only be granted if accompanied by a note from a Health Care Provider.**

13. The School District of Manatee County and State of Florida, requires all contractors/subcontractors to comply with the Jessica Lunsford Act (JLA), which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with The School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless The School Board of Manatee County for any claims made against The School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be access at: http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

III. With the exception of payment obligations for prior performance under this agreement, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

IV. The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

V. The contracting party with the Manatee County School Board agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers, and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the contracting party with The Manatee County School Board, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows The School Board of Manatee County, the election to immediately terminate the agreement.

VI. This contract will become effective August 10, 2022 and terminate May 26, 2023 or the last day of meal service provided by the District.

VII. This contract may be terminated, by either party, by mutual agreement between parties or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this five (5) page contract to be executed by their undersigned officials as duly authorized.

SCHOOL BOARD OF MANATEE COUNTY		**IMAGINE CHARTER SCHOOL AT NORTH MANATEE**	
Cynthia Saunders, Superintendent	Date	Erin Keeley CHARTER Director	6-27-22 Date
Rev. James Golden, Chair	Date	Witness	6/27/22 Date

Approved As To Form

Mitchell Teitelbaum, General Counsel Date

AGENDA ITEM NO. 10.35

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Renew the Agreement Between the School Board of Manatee County and AMIKids d/b/a AMIKids Center For Personal Growth Operated By AMIKids Manatee County, Inc. for the 2022-2023 School Year

Executive Summary
AMIKids is a non-profit agency contracted by the Department of Juvenile Justice (DJJ) to provide an educational program and related services for students eligible for this program by the State Board of Education Rule 6A-6.05281 and Florida Statute 1003.52.

AMIKids Manatee County and the School Board of Manatee County will continue to provide an educational and therapeutic gender specific program for male students, who would benefit from an alternative educational setting, specialized counseling, credit recovery services, life skills, foster postive gender identification development, community service learning projects, and career exploration at AMIKids, Inc. located at the Harllee Campus.

A copy of the contract is attached for review.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Safety | Goal 1
Increase the number of best practices, resources and evidence-based approaches in the areas of school climate and safety across all district campuses and buildings.

Safety | Goal 2
Increase the capabilities of all district schools to appropriately prevent and intervene with unsafe and disruptive student behaviors, while reducing the number of instructional days lost to Out of School Suspensions.

Recommendation
The Superintendent recommends approval to renew the agreement between the School Board of Manatee County and AMIKids d/b/a AMIKids Center For Personal Growth Operated By AMIKids Manatee County, Inc. for the 2022-2023 School Year.

Financial Impact
The District will reimburse AMIKids d/b/a AMIKids, Inc. 95% of the weighted Full-Time Equivalency (FTE) based upon FTE generated during the 2022-2023 school year. The maximum number of full-time equivalent students to be funded under this agreement is fifty (50). Students receiving services from the agency generate state funds through the Florida Education Finance Program (FEFP).

Contact
Submitting Department: Dropout Prevention
Initiated By: George Schrier

Attachments:
2022-2023 AMIKids Agreement

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
And
AMIKIDS dba AMIKIDS CENTER FOR PERSONAL GROWTH
OPERATED BY AMIKIDS MANATEE COUNTY, INC.
2022-2023 School Year

This Agreement, made and entered into this 1st day of July 2022, by and between THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, hereinafter referred to as the "BOARD," and AMIKIDS dba AMIKIDS CENTER FOR PERSONAL GROWTH OPERATED BY AMIKIDS MANATEE COUNTY, INC., hereinafter referred to as "PROVIDER" to provide community-based, gender specific prevention and intervention services for boys in Manatee County, Florida to be provided by AMIKids, Inc. at Harllee Campus Center located at 6423 9th Street East, Bradenton, FL 34203, for the 2022-2023 school year.

The interagency partnership is made possible through the Florida Department of Juvenile Justice Contract #10394 awarded to AMIKids, Inc. to establish Gender Specific Programs in the Manatee Public School District, which will serve 50 male students ages 12 -17.

WITNESSETH:

WHEREAS, AMIKIDS is a non-profit agency contracted by the Department of Juvenile Justice (DJJ) to provide an educational program and related services for students eligible for this program by the State Board of Education Rule 6A-6.05281 and Florida Statute 1003.52;and,

WHEREAS, the BOARD is committed to providing appropriate educational programs for school age children in the Department of Juvenile Justice dropout prevention programs when school enrollment in their regular school program is not desired, available, recommended, or allowed; and,

WHEREAS, AMIKIDS is committed to providing an educational and therapeutic gender specific program for male students, who would benefit from an alternative educational setting, specialized counseling, credit recovery services, life skills, foster positive gender identification development, community service-learning projects, and career exploration at AMIKIDS, Inc. at HarlleeCampus.

WHEREAS, the parties to this agreement desire a maximum degree of cooperation and administrative planning in order to provide high quality educational services for students placed in this program by eligibility under Florida Statute 1003.52;

I. Provider and The Board Mutually Agree:

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

A. AMIKIDS agree to follow the School District of Manatee County's COVID- 19 protocols.

B. AMIKIDS agree to follow the School District of Manatee County Student Code of Conduct and the Policy and Procedural Manual.

C. AMIKIDS will provide services including instructional personnel, materials, and transportation, and for a maximum of 50 male students identified by the Department of Juvenile Justice, referred by school principals or Manatee County District officials, and parents of students. Any student deemed eligible according to AMIKIDS guidelines is to be enrolled within five (5) business days. Enrollment in the program shall be voluntary.

D. The BOARD will retain 5% of all applicable funds generated through the Florida Education Finance Program (FEFP) by eligible students enrolled at AMIKIDS to offset the cost of providing support and administrative services to include the following iterant services: ESE Specialist; Administrative Support; and Testing Coordinator.

E. The BOARD will pay AMIKIDS 95% of applicable funds generated through the Florida Education Finance Program (FEFP) by eligible students enrolled at AMIKIDS for the period beginning July 1, 2022 and ending June 30, 2023. If the number of students in attendance is below or above the maximum of fifty "50", payments will be adjusted accordingly based on the actual number of enrolled students. AMIKIDS agrees that a student is in membership when he is officially assigned to a course or program by

the AMIKIDS. To be reported for funding each student must be enrolled and scheduled appropriately in the Manatee SIS system. Payments will be made monthly by the 10th of each month upon receipt of invoices from AMIKIDS. The balance of the remaining AMIKIDS share and ongoing monthly payments will be adjusted based on actual FTE at the time of each respective FTE survey. Payments for August through December will be made on the basis of an estimate of the FTE count. Payments for January through March will be adjusted in accordance with actual October FTE count and an estimate for the February count. The payments for April through June will be based on the actual counts for October and February. Should an audit indicate that a funding adjustment is necessary and an over-payment of FEFP has been made to the AMIKids for whatever reason, AMIKIDS shall be liable for and shall indemnify the District for any repayment of funds it has received.

F. District school boards are to satisfy invoices from providers within 15 working days of receipt. District school boards that fail to timely satisfy an invoice must also pay interest, at a rate of 1 percent per month, calculated daily.

G. AMIKIDS shall provide a program of education, training, and related gender-specific services to the referred students based in an experiential education model designed to increase hands-on educational opportunities, encourage appropriate masculine identity development and effect positive behavior change that may include regular physical activities and Manatee County Schools approved field trips and other extracurricular activities. AMIKIDS will be responsible for the supervision and control of the students while in their educational program on the Harllee Campus and any other school sites. The program will provide the District with a copy of the rules and procedures they utilize for classroom management.

H. AMIKIDS shall be staffed by qualified personnel as defined in FAC 6A-1.0503, 6A-4 003, 6A-1.0502 and 6A-4.004. AMIKIDS shall employ four (4) Florida certified teachers, with no less than one teacher certified in exceptional student education and one teacher endorsed in ESOL, educators must have all certification and endorsements as required by Florida Statutes and State Board Rules. Failure to comply could result in the School District of Manatee County invoicing AMIKids for non-contracted hours to pay for additional support. The instructional program will provide and deliver Tier 3 interventions by reading endorsed or certified teachers to those students as required by Federal and State Law. AMIKids will provide the District certification documentation for each member of its instructional staff. AMIKIDS certified teachers shall be responsible for the supervision of instructional activities and must certify mastery of student performance objectives of courses for credit toward a standard high school diploma. The teachers will be responsible for District reports and procedures typically required of the BOARD's teachers at dropout prevention programs. AMIKIDS teachers will be eligible to attend and receive credit for professional development and trainings conducted by the BOARD at no additional cost to AMIKIDS This agreement may be terminated upon 30 days with written notice including but not limited to not having proper staffing with proper certifications and endorsements.

I. If AMIKIDS certified teachers are absent, substitutes will be assigned using Manatee County School Board's automated substitute system. The cost of substitutes provided by the BOARD will be paid by AMIKIDS. The BOARD will deduct the cost of the substitutes utilized from the monthly FEFP payment. The BOARD will provide AMIKIDS with the substitutes' names, dates utilized, and daily cost at the time of each deduction.

J AMIKIDS shall have final authority regarding the placement of any boy in the program based on AMIKIDS' intake assessment and screening.

K. AMIKIDS will accurately report student enrollment to the BOARD as required in s 1011.62, F S., and in accordance with the definitions in s. 1011.61, F.S , at the agreed upon intervals and using the method used by the BOARD when recording and reporting cost data by program. The BOARD agrees to include AMIKIDS enrollment in the BOARD's district report of student enrollment. AMIKIDS shall provide all required information within the same schedule required for all other of the BOARD's schools.

L. The BOARD will utilize its existing automated reporting system to collect data required for various reports required by the Department of Education. The data elements shall include but not be limited to, the following:

1. Demographic information
2. ESE data
3. Grade level assignment
4. Required health information
5. Required discipline codes/incident data
6. Daily attendance
7. Transportation

8. Student schedule
9. Teacher demographics
10. Master schedule
11. ESOL immigrant codes
12. Grades/grading period/grading scale
13. ERW (entry, withdrawal information)
14. Test scores
15. Academic history and transcripts, and
16. Student lunch information as required

M. AMIKIDS shall maintain student records in accordance with State requirements for Dropout Prevention/Department of Juvenile Justice Programs, as well as the information for data reporting requirements requested by the BOARD and State and Federal agencies, and shall communicate and exchange appropriate student information in a manner consistent with Florida Statutes, rules and professional ethics. AMIKIDS will notify any students who file intent to terminate school enrollment of the option of enrolling in a program to attain the GED. In addition, upon a student's withdrawal from the program or upon completion of the program, AMIKIDS will award credits and grades earned and issue a final cumulative transcript.

N Contract for Food Services are subject to a service agreement The Contracted School shall provide food service to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program, it shall follow all applicable federal rules and regulations. If the school chooses to contract with the School District of Manatee County for meals, a separate agreement will be required. All terms of those separate agreements are subject to separate and distinct negotiations, renewal and expiration.

O. AMIKIDS will be responsible for any and all transportation of students. The School District of Manatee County **will not** provide transportation for any students of the contracted site.

P. No student under the age of sixteen (16) may be terminated from the program until an alternative educational placement has been determined Alternative educational placement shall be determined by the BOARD within ten (10) business days following notification by AMIKIDS that a student is to be removed from placement. Students sixteen (16) years of age or older who desire to withdraw without a next school placement or diploma must (1) meet in person with BOARD's Dropout Prevention Office staff regarding the proposed withdrawal, and (2) have a Student Declaration of Intent to Terminate School Enrollment form signed by a parent or guardian prior to their withdrawal. If the Student Declaration of Intent to Terminate School Enrollment form is not signed, the student will be assigned to an alternative educational placement by the BOARD in accordance with this procedure. AMIKIDS will follow procedures in board policy 5500.05 Student Attendance, Section VIII A, items 1, 2, 3, 5 and 6.

Q. The staff of the BOARD will be permitted to review the program provided by AMIKIDS and confer with its staff as needed. Further, the BOARD and AMIKIDS agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of this contract. In addition, AMIKIDS agrees to develop a Transition Plan for each student upon entry. The Transition Plan must include academic reentry goals, career and employment goals, and the recommended next educational placement. AMIKIDS will have an "Exit Portfolio" for all students, which will contain, at a minimum, all the academic records of credits earned, entry/withdrawal information, grades in progress, schedule, IEP, assessments, examples of student's work, and any other agreed upon documents.

R. BOARD agrees to provide classroom space, furniture and equipment – based on a basic Junior High/High School classroom furniture list - for the teachers and students participating in the school program, as well as space for confidential counseling, staffing and evaluation. AMIKIDS will host this program at Harllee Campus, but may move the program so long as BOARD's Superintendent provides prior written consent, which consent shall not be unreasonably withheld. AMIKIDS shall be responsible in the case of damage or loss of District property.

S AMIKIDS is responsible for meeting applicable safety, health, and sanitation standards of authorized state and local agencies.

T. The BOARD and AMIKIDS will collaboratively develop a School Safety Plan. The plan will include provisions for insuring the safety of educational personnel, students and BOARD equipment.

U. AMIKIDS shall draft a calendar that is consistent with the School District of Manatee County Academic Calendar, including but not limited to Summer School and summer hours containing a minimum of 230 days of instruction and 20 staff professional service days (total of 250 days), for submission to the administrator of dropout prevention services by July 1, 2022 for the contract year beginning July 1, 2022. AMIKIDS must notify the administrator of dropout prevention services prior to any deviation from this calendar. Any emergency cancellation of school must be done in coordination with the administrator of dropout prevention services or designee.

V. In the event that the BOARD and AMIKIDS are unable to agree upon a function not specified in this agreement, the Executive Director and the District Dropout Prevention Administrator will attempt to resolve any differences, which may arise under this agreement. In the event such differences cannot be resolved between the personnel described herein, any such disagreement shall be submitted to the Area 4 Superintendent and the Regional Director of AMIKIDS forresolution.

W Neither party shall assign this agreement; however, it may be modified in writing by the parties' mutual consent.

II. DJJ Cooperative Agreement

A Youth to Be Served, provides an overview of the FLDJJ Student description, eligibility, and referral process. The Cooperative Agreement states thirteen (13) requirements of P.L. 114-95, Section 1423 of the Every Student Succeeds Act of 2015 to meet all thirteen (13) elements in Section 1425, which are incorporated herein by reference and made a part hereof. In compliance with PL 114- 95, Section 1423, the School Board Agrees to meet all the requirements of PL 114-95, Section 1423:

1. Where feasible, ensure that educational programs in the school facility are coordinated with the student's home school, particularly with respect to a student with an individualized education program under part B of the Individuals with Disabilities Education Act;
2. If the child or youth is identified as in need of special education services while in the correctional facility, notify the local school of the child or youth of such need,
3. Where feasible, provide transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
4. Provide support programs that encourage children and youth who have dropped out of school to reenter school once their term at the correctional facility has been completed, or provide such children and youth with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent;
5. Work to ensure that the school facility is staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth;
6. Ensure that educational programs in the juvenile justice facilities are related to assisting students to meet the challenging State academic standards;
7. To the extent possible, use technology to assist in coordinating educational programs between the school facility and the community school;
8. Where feasible, involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities;
9. Coordinate funds received under this subpart with other local, State, and Federal funds available to provide services to participating children and youth, such as funds made available under title I of Public Law 105-220, and vocational and technical education funds;
10. Coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and;
11. If appropriate, work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth;
12. Upon the child's or youth's entry into the juvenile justice facility, work with the child's or youth's family members and the local educational agency that most recently provided services to the child or youth (if applicable) to ensure that any relevant and appropriate academic records and plans not provided to probation staff during the commitment staffing process regarding the continuation of educational services for such child or youth are shared jointly between the juvenile justice facility and local educational agency in order to facilitate the transition of such children and youth between the local educational agency and the juvenile justice facility; and
13. Upon discharge from a juvenile justice facility, ensure consultation occurs between the local educational agency and the juvenile justice facility for a period jointly determined necessary to coordinate educational services so as to minimize

disruption to the child's or youth's achievement.

B. AMIKIDS is an authorized provider of services through the Department of Juvenile Justice to provide educational program and related services for students eligible for the program under State Board of Education Rule 6A-6.05281 and Florida Statute 1003.52.

III. Provider and The Board Mutually Agree:

A. That authorized staff of the Board will be permitted to review the program provided by the School and confer with its staff at reasonable times. Further, the Board and the School agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of the Agreement.

B. The unforeseen issues arising during the administration of the Agreement between parties shall be resolved through negotiations. The negotiated resolution of the unforeseen issues shall be reduced to writing, which shall then be attached to, and made part of this Agreement as a clarifying interpretation.

C. That this contract shall become effective July 1 , 2022 and terminate June 30, 2023. Either party may terminate this Agreement at any time by giving at least thirty (30) days writtennotice.

D. The Board and the School agree to comply with the Standards and Key Indicator Compliance issues as outlined in the Quality Assurance guidelines

E. To develop a mutually agreed upon school improvement plan (SIP), as required by statue. Educational Administrators work cooperatively with authorized staff of Board, program instructional personnel, student, and parents, to create a written SIP. The SIP must be specific to the program.

F If any provision of this Agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of the right.

G. This Agreement may be modified subject to revenue shortfall which reduces district funding. This modification shall be proportionate to the Board's reduction, and should be agreed upon in writing by both parties.

H. This Agreement will be governed by internal laws of the State of Florida, without regard to its conflicts of laws. Each party agrees to comply with all applicable laws in the performance of this Agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party

IV. Terms and Conditions.

A. This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

B. 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 canceled by the School District upon thirty days written notice and the School District will be released of any and all obligations under this contract.

C. The School District of Manatee County and State of Florida requires all Providers /subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Providers, individuals or entities under contract with the School District required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School District for any claims made against the School District related to the failure to comply with Section 1012.465 and Section 1012.32 Florida Statutes. For information on JLA requirements and how to comply visit: http.//www manateeschools.net/.

D. This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any of any provision of this agreement will be effective unless in writing and signed by bothparties.

E. This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

F. The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School District does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

G. The Provider agrees to defend indemnify and hold harmless the School District, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a services contract Provider will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable Provider will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School District, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification.

H. Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non-Discrimination Act of 2008.

I. The parties acknowledge and agree that the School District, a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except specified in Section 768.28 Florida Statues. No provision of the agreement shall constitute, or be interpreted as, a waive of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved

J. Provider 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 Provider, but also to the employees of its sub-contractors

K. If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

L. The Provider 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 and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status.

M. Federal Debarment & Suspension Certification This agreement is subject to the requirement by Executive Order 12549, Department and Suspension, 7 CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

N. Termination for Cause. The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School 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. Termination for cause includes terminations under 215.4725, F.S.

O. Termination for Convenience. Termination of this contract in whole or in part may be made by School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

P. **CUSTODIAN OF PUBLIC RECORDS**
IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:
215 Manatee Avenue W.
Bradenton, Florida, 34205 (941) 708-8770
publicrecords@manateeschools.net

Q. The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Section 286.011 Florida Statutes. et. seq. and Section 119.01 Florida Statutes. et seq. Provider hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose

R. In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board 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 Chapter 112 Florida Statutes.

S 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 Provider will in no way be a cause for relief from responsibility. The Provider 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 Provider must not be in violation of any zoning or other ordinances in the performance of this contract.

T. All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

U 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.

V. Contract work hours and safety standards act (34 CFR 80.36(I) (6). All vendors, Provider and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S C 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

W 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 Provider, 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 Provider. If a sub-contractor fails to terminate said employee or independent contractor, the Provider shall terminate its agreement with the sub-contractor. If the Provider 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" has the meaning given in Subsection 790.001(6) Florida Statutes.

X. Employment on the project by the Provider, or any of its subcontractor, 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 Provider 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 Provider does not comply with this provision.

Y. 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 Provider'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 Provider. If a sub- contractor fails to terminate said employee or independent contractor, the Provider shall terminate its agreement with the sub-contractor. If the Provider 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 ManateeCounty.

Z. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties Notice is by writing sent certified mail In the event of conflict, the terms of this agreement shallgovern.

AA 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 Contracted Site agrees to execute the attached E-Verify form annexed to this agreement

BB. It is understood by the contracted site that there will be improvement by the school in academics, to qualify for a further contract. The school grade cannot be calculated as an "F".

[THE REMAINDER OF THIS IS DILIBERATELY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this eleven (11) page agreement the day and year first above written.

AGREEMENT

AMIKIDS CENTER FOR PERSONAL GROWTH OPERATED BY AMIKIDS MANATEE COUNTY

THE SCHOOL BOARD OF MANATEE COUNTY, FL

Attest:_____ By: _____
Cynthia Saunders, Superintendent Date Rev. James Golden, Chair Date

AMIKIDS MANATEE COUNTY, INC.

Attest: Carolyn McBean 7/7/22 By: Wendell L. Watson III 7/7/22
Carolyn McBean, Director Date Wendell L. Watson III, AMIKIDS, Inc. Date

Approved as to Form

_____
Mitchell Teitelbaum
General Counsel

AGENDA ITEM NO. 10.36

School Board of Manatee County
July 26, 2022 - 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

Executive Summary
The personnel listed under change of assignments, promotions, reappointments, reassignments, resignations, retirements, suspensions, terminations, and transfers have been recommended by their principal or immediate supervisor to the Superintendent of Schools.

The personnel recommended for appointments for the 2022-2023 school year have been interviewed by members of the administrative staff and have applications with favorable references on file in the Human Resources Department.

This approval also includes approval of the renewed contracts for 2022-2023. The renewed contract lists for Teachers, Paraprofessionals, SAMP, AFSCME and Non-Bargaining for the 2022-2023 school year are available in the Human Resources Department.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Equitable Recruitment & Retention | Goal 1
Recruit the most qualified, diverse and motivated staff.

Equitable Recruitment & Retention | Goal 2
Improve teacher and other employee retention rates.

Recommendation
The Superintendent recommends the approval of the appointments, change of assignments, promotions, reappointments, reassignments, resignations, retirements, suspensions, terminations, and transfers.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Doug Wagner

Attachments:
HR Board Material July 26, 2022

Type		Information/Position/Location	Eff Date
Appointments/Admin			
	IB	Instructional Specialist Professional Support Center **Range $58,922-$100,719**	7/1/2022
	EH	School Psychologist Professional Support Center **Range $59,691-$102,089**	7/11/2022
	LM	Health & Well-Being Educator School Support Center **Range $42,205-$73,093**	7/11/2022
	AR	Marketing & Events Specialist Manatee Technical College **Range $44,729-$77,349**	7/11/2022
Appointments/Para			
	BA	Teacher Aide, ESE, One-on-One McNeal Elementary	8/2/2022
	TB	Classroom Sub Johnson K-8	8/2/2022
	CH	Classroom Sub Horizons Academy	8/2/2022
	DM	Teacher Aide, ESE Williams Elementary	8/2/2022
	AP	Teacher Aide, ESOL Palmetto Elementary	8/2/2022
	LPL	Teacher Assistant, ESOL, HS Southeast High	8/2/2022
	RR	Classroom Sub Lakewood Ranch High	8/2/2022
	GR	Teacher Aide, ESOL Sugg Middle	8/2/2022
	JS	Classroom Sub Palm View K-8	8/2/2022
	SS	Teacher Aide, ES	8/2/2022

Type		Information/Position/Location	Eff Date
		Daughtrey Elementary	
	AW	Physical Education Tech Daughtrey Elementary	8/2/2022
	CW	Health Aide Southeast High	8/2/2022
Appointments/Prof			
Req. 6689	TA	Teacher, Technology Lee Middle **M.A. Nova Southeastern University**	8/2/2022
Req. 5923	AA	Teacher, Pre-K Handicapped McNeal Elementary **B.A. University North Florida**	8/2/2022
Req. 6629	FB	Teacher, Science, HS Bayshore High **B.S. University of South Florida**	8/2/2022
Req. 6187	BB	Teacher, Music, MS Lincoln Middle **B.A. Florida Gulf Coast University**	8/2/2022
Req. 6678	WB	Teacher, Mathematics, HS Parrish Community High **M.E. University of Florida**	8/2/2022
Req. 6144	JB	Teacher, Science, HS Parrish Community High **B.S. Florida State University**	8/2/2022
Req. 6817	VB	Kindergarten Teacher Gullett Elementary **B.A. Texas Women's University**	8/2/2022
Req.6322	EB	Third Grade Teacher Sea Breeze Elementary **M.A. Barry University**	8/2/2022
Req. 6522	AB	Fifth Grade Teacher Abel Elementary **B.A. State College of Florida**	8/2/2022

Type		Information/Position/Location	Eff Date
Req. 6013	KB	Fifth Grade Teacher Bashaw Elementary **M.S. Minnesota State University**	8/2/2022
Req. 5843	AB	Teacher, Pre-K Sea Breeze Elementary **B.A. University of Mobile**	8/2/2022
Req. 6143	MB	Teacher, Science, HS Parrish Community High **B.S. Georgia Gwinnett College**	8/2/2022
Req. 6901	BB	Teacher, Physical Education, ES Daughtrey Elementary **B.A. Warner University**	8/2/2022
Req. 6436	RB	Kindergarten Teacher Manatee Elementary **B.S. Liberty University**	8/2/2022
Req. 6898	BB	First Grade Teacher Bashaw Elementary **B.A. University of Saint Mary**	8/2/2022
Req. 6362	BB	Fifth Grade Teacher Moody Elementary **B.S. Grand Canyon University**	8/2/2022
Req. 6174	AC	Second Grade Teacher Rogers Garden-Bullock Elementary **B.A. University of Houston**	8/2/2022
Req. 5963	CC	Kindergarten Teacher Prine Elementary **B.A. Moravian College**	8/2/2022
Req. 6068	SC	Fifth Grade Teacher Johnson K-8 **B.A. Rhode Island College**	8/2/2022
Req. 6377	MJC	Teacher, Mathematics, MS Johnson K-8 **M.A. University of Wisconsin**	8/2/2022
Req. 5800	KC	Second Grade Teacher	8/2/2022

Type		Information/Position/Location	Eff Date
		Tara Elementary **M.A. University of Florida**	
Req. 5864	LC	Teacher, Language Arts, MS Sugg Middle **B.A. University of Guyana**	8/2/2022
Req. 5840	AC	Teacher, ASD Sea Breeze Elementary **B.S. Dalhousie University**	8/2/2022
Req. 6211	AC	Fourth Grade Teacher Sea Breeze Elementary **M.A. University of Phoenix**	8/2/2022
Req. 6021	UD	Teacher, Art, HS Braden River High **M.F.A. Adelphi University**	8/2/2022
Req. 5997	MD	First Grade Teacher Manatee Elementary **B.A. University of Illinois**	8/2/2022
Req. 6014	HD	Fifth Grade Teacher Bashaw Elementary **M.A. Bowie State University**	8/2/2022
Req. 6426	TD	Teacher, Social Studies, HS Parrish Community High **M.Ed. Saint Leo University**	8/2/2022
Req. 6373	MD	Counselor, ES Miller Elementary **M.A. Southern Arkansas University**	8/2/2022
Req. 6618	CE	Teacher, Art, ES Prine Elementary **M.A. Kent State University**	8/2/2022
Req. 5788	GED	Teacher, EBD/SC Stewart Elementary **M.Ed. George Mason University**	8/2/2022
Req. 5916	EE	Teacher, Business Technology Haile Middle	8/2/2022

Type		Information/Position/Location	Eff Date
		M.A. University of South Florida	
Req. 6111	RF	Third Grade Teacher Tillman Elementary **B.A. University of Georgia**	8/2/2022
Req. 6008	VF	Fourth Grade Teacher Manatee Elementary **B.A. University of South Florida**	8/2/2022
Req. 6687	BF	Teacher, ASD Lee Middle **B.A. Eckerd College**	8/2/2022
Req. 6574	GG	Teacher, Pre-K Handicapped Abel Elementary **B.A. Stetson University**	8/2/2022
Req. 6236	KG	Teacher, VE Daughtrey Elementary **B.A. Texas A&M**	8/2/2022
Req. 6045	MG	Teacher, World Language, HS Bayshore High **B.A. University of Illinois**	8/2/2022
Req. 6045	BG	Teacher, Language Arts, HS Southeast High **B.A. Florida State University**	8/2/2022
Req. 5894	GH	Fifth Grade Teacher Miller Elementary **B.S. University of South Florida**	8/2/2022
Req. 6883	LH	First Grade Teacher Bayshore Elementary **B.A. Everest University**	8/2/2022
Req. 6130	SH	Fifth Grade Teacher Witt Elementary **B.S. University of North Georgia**	8/2/2022
Req. 5980	JH	Third Grade Teacher Freedom Elementary **B.S. Ball State University**	8/2/2022

Type		Information/Position/Location	Eff Date
Req. 6492	JH	Teacher, Music, ES Miller Elementary **M.E. University of South Florida**	8/2/2022
Req. 5939	JH	Teacher, Technology Manatee High **M.E.T. Teacher Education University**	8/2/2022
Req. 6723	AHG	Teacher, Mathematics, HS Parrish Community High **M.A. University of South Florida**	8/2/2022
Req. 6349	LH	Second Grade Teacher Rogers Garden-Bullock Elementary **B.A. Woodbury University**	8/2/2022
Req. 6116	RJ	Teacher, Social Studies, HS Braden River High **B.S. University of Central Florida**	8/2/2022
Req. 6462	JJ	Teacher, Language Arts, MS Jain Middle **B.A. Flagler College**	8/2/2022
Req. 6549	SJ	Second Grade Teacher Daughtrey Elementary **B.A. University of South Carolina**	8/2/2022
Req.5784	FJ	Teacher, Music, ES Oneco Elementary **M.A. Long Island University**	8/2/2022
Req. 6274	JK	Counselor, ES Prine Elementary **M.A. SUNY Albany**	8/2/2022
Req. 6710	NK	Teacher, ASD King Middle **B.A. Florida International Univ.**	8/2/2022
Req. 6239	JK	Teacher, VE/SC Abel Elementary **B.A. University of California**	8/2/2022

Type		Information/Position/Location	Eff Date
Req. 6428	AK	Teacher, World Language, HS Parrish Community High **M.S. Syracuse University**	8/2/2022
Req. 5829	NK	Kindergarten Teacher Willis Elementary **M.S. Florida State University**	8/2/2022
Req. 6371	KL	Teacher, Physical Education, HS Manatee High **B.A. Barry University**	8/2/2022
Req. 6358	GL	First Grade Teacher Willis Elementary **B.A. University of South Florida**	8/2/2022
Req. 6192	BLP	Second Grade Teacher Gullett Elementary **M.Ed. Stayer University**	8/2/2022
Req. 6480	VL	Fifth Grade Teacher Prine Elementary **M.A. Touro College**	8/2/2022
Req. 5859	JM	Teacher, Science, MS King Middle **M.A. Bowling Green State Univ.**	8/2/022
Req. 6067	AM	Fourth Grade Teacher Johnson K-8 **M.A. University of South Florida**	8/2/2022
Req. 6207	AM	Kindergarten Teacher Mills Elementary **M.A. Fordham University**	8/2/2022
Req. 6051	BM	Teacher, Resource Sugg Middle **B.A. University of Chicago**	8/2/2022
Req. 6227	DM	Teacher, Art, MS Jain Middle **B.A. Ringling College of Art & Design**	8/2/2022
Req. 6290	MM	Fourth Grade Teacher	8/2/2022

Type		Information/Position/Location	Eff Date
		Abel Elementary **B.A. University of South Florida**	
Req. 6285	*TM*	Teacher, Science, MS Johnson K-8 **B.A. Florida Memorial University**	8/2/2022
Req. 5992	*IN*	Teacher, Pre-K Manatee Elementary **M.A. University of South Florida**	8/2/2022
Req. 6151	*AN*	Fourth Grade Teacher Manatee Elementary **M.A. University of West Florida**	8/2/2022
Req. 6421	*KN*	Kindergarten Teacher Willis Elementary **B.A. University of South Florida**	8/2/2022
Req. 6131	*CN*	Teacher, Pre-K Handicapped Witt Elementary **Ed.D.Nova Southeastern University**	8/2/2022
Req. 5870	*KO*	Teacher, Art, ES Sea Breeze Elementary **B.A. Hobart & William Smith College**	8/2/2022
Req. 6170	*RO*	Second Grade Teacher Freedom Elementary **B.F.A. Roosevelt University**	8/2/2022
Req. 6306	*AOS*	Teacher, Mathematics, MS King Middle **B.A. University of South Florida**	8/2/2022
Req. 6006	*LO*	Second Grade Teacher Manatee Elementary **B.A. Saint Petersburg College**	8/2/2022
Req. 6314	*LP*	Second Grade Teacher Gullett Elementary **B.S. Florida State University**	8/2/2022
Req. 6276	*AP*	Teacher, ASD Braden River Elementary	8/2/2022

Type		Information/Position/Location	Eff Date
		M.S. Nova Southeastern University	
Req. 6861	*LP*	Counselor, ES Johnson K-8 **M.A. Florida State University**	8/2/2022
Req. 6311	*RP*	Teacher, Business Technology Bayshore High **M.A. Iona College**	8/2/2022
Req. 6172	*LP*	Second Grade Teacher Bayshore Elementary **B.S. Kansas State University**	8/2/2022
Req.5767	*SR*	Teacher, Pre-K Samoset Elementary **B.A. State College of Florida**	8/2/2022
Req. 6148	*TR*	Teacher, Language Arts, HS Parrish Community High **B.S. University of Florida**	8/2/2022
Req. 6535	*TR*	Media Specialist, MS Lee Middle School **M.A. Florida State University**	8/2/2022
Req. 6309	*TR*	Fifth Grade Teacher Bayshore Elementary **B.S. Wright State University**	8/2/2022
Req. 6182	*TR*	Teacher, Technology Lincoln Middle **M.B.A. University of Phoenix**	8/2/2022
Req. 5841	*IR*	First Grade Teacher McNeal Elementary **B.S. University of South Florida**	8/2/2022
Req. 6176	*ASA*	Teacher, VE Rogers Garden-Bullock Elementary **M.A. Grand Canyon University**	8/2/2022
Req. 5768	*SS*	Teacher, Pre-K Handicapped Samoset Elementary **M.A. University of South Florida**	8/2/2022

Type		Information/Position/Location	Eff Date
Req. 6490	RS	First Grade Teacher Miller Elementary **B.A. University of South Florida**	8/2/2022
Req. 6075	PS	Teacher, Other Classroom Johnson K-8 **M.S. Geneseo State University**	8/2/2022
Req. 5831	MS	First Grade Teacher Willis Elementary **B.S. Illinois State University**	8/2/2022
Req. 6838	AS	Teacher, Physical Education, ES Sea Breeze Elementary **B.A. University of South Florida**	8/2/2022
Req. 5947	ET	Teacher, Pre-K Integrated Daughtrey Elementary **M.A. University of South Florida**	8/2/2022
Req. 6595	IT	Teacher, Social Studies, MS King Middle **B.A. University of South Florida**	8/2/2022
Req. 5888	MT	Fourth Grade Teacher Miller Elementary **M.A. Western Governors University**	8/2/2022
Req. 6133	AT	Kindergarten Teacher Williams Elementary **B.A. Florida Gulf Coast University**	8/2/2022
Req. 5968	AU	First Grade Teacher Prine Elementary **B.A. University of South Florida**	8/2/2022
Req. 6644	AV	Teacher, World Language, HS Braden River High **B.A. Women's University of Sacred Heart**	8/2/2022
Req. 6894	JW	Teacher, Physical Education, ES Harvey Elementary **B.A. Slippery Rock University**	8/2/2022

Type		Information/Position/Location	Eff Date
Req. 6308	LW	Teacher, Language Arts, HS Bayshore High **M.A. Arizona State University**	8/2/2022
Req. 6446	NW	Teacher, EBD/SC Williams Elementary **M.A. University of Minnesota**	8/2/2022
Req. 6419	JZ	Third Grade Teacher Willis Elementary **M.Ed. Northwest Missouri State Univ.**	8/2/2022
Appointments/Supp			
	JA	Custodian 8 Hr. Nolan Middle	6/27/2022
	PB	School Bus Transporation Dispatcher Matkze Support Center	7/11/2022
	LB	Senior School Secretary, ES Witt Elementary	7/11/2022
	CC	Guidance Clerk Sugg Middle	7/18/2022
	LCZ	Custodian 8 Hr. Prine Elementary	7/1/2022
	PC	Food Service Training Wakeland Support Center	6/27/2022
	MDS	Custodian 8 Hr. King Middle	7/1/2022
	RE	Food Service Training Wakeland Support Center	6/27/2022
	IE	Food Service Training Wakeland Support Center	6/27/2022
	SF	School Secretary I, 12 Mo. Manatee Technical College	6/13/2022
	CG	Custodian 8 Hr. Miller Elementary	7/1/2022

Type	Information/Position/Location	Eff Date
JG	Secretary II - 12 No. Professional Support Center	7/5/2022
LG	Bus Aide Training Matzke Support Center	6/27/2022
NG	Custodian 8 Hr. Nolan Middle	7/1/2022
KJ	Custodian 8 Hr. Harvey Elementary	5/29/2022
ML	Food Service Training Wakeland Support Center	6/27/2022
EM	Jr. Accountant Professional Support Center	7/5/2022
KM	School Bookkeeper, 10.5 Mo. Palm View K-8	7/18/2022
DM	Food Service Training Wakeland Support Center	6/27/2022
MM	Food Service Training Wakeland Support Center	6/27/2022
LM	Food Service Training Wakeland Support Center	6/27/2022
KM	School Clerical Assistant, 10 Mo. Palmetto High	7/25/2022
TM	School Clerical Assistant, 10 Mo. Buffalo Creek Middle	7/25/2022
MP	Safety Guardian Matzke Support Center	8/2/2022
KT	Cafeteria Manager I Bashaw Elementary	8/2/2022
AT	Custodian 8 Hr. Southeast High	7/5/2022

Type		Information/Position/Location	Eff Date
	RT	Custodian 8 Hr. Nolan Middle	7/1/2022
	JV	Guidance Clerk, ES Samoset Elementary	7/18/2022
	LY	Bus Aide Training Matzke Support Center	6/27/2022
Deceased/Prof			
	RH	Teacher, VE Johnson K-8	6/13/2022
Deceased/Supp			
	JM	Bus Driver Matzke Support Center	6/4/2022
Resignations/Admin			
	KB	Dean Southeast High	7/1/2022
	NF	Risk Management Specialist School Support Center	6/4/2022
	LK	Instructional Curric Specialist/Mgr. Professional Support Center	7/1/2022
	HL	Instructional Specialist Palm View K-8	7/1/2022
	BO	Dean Parrish Community High	6/24/2022
	VT	Dean Southeast High	6/6/2022
	TV	Principal, ES Sea Breeze Elementary	7/1/2022
Resignations/Para			
	CB	Teacher Aide, ESE Miller Elementary	6/14/2022
	MBH	Teacher Aide, ESOL Braden River Middle	6/14/2022
	CC	Teacher Asst., HS, ISS Parrish Community High	6/6/2022

Type		Information/Position/Location	Eff Date
	TR	Teacher Assistant, MS, ISS King Middle	5/28/2022
	KS	Teacher Aide, Pre-K Harvey Elementary	6/11/2022
	LS	Classroom Sub Lakewood Ranch High	6/15/2022
Resignation/Prof			
	AA	Teacher, VE Braden River Middle	6/29/2022
	HA	Fourth Grade Teacher Palm View K-8	6/17/2022
	JA	Counselor, ES Witt Elementary	6/23/2022
	KA	Second Grade Teacher Tillman Elementary	6/21/2022
	LB	Second Grade Teacher Tillman Elementary	6/14/2022
	CB	Teacher, Art, ES Palm View K-8	6/2/2022
	SB	Counselor, ES Johnson K-8	6/1/2022
	TD	Third Grade Teacher Williams Elementary	8/1/2022
	MF	Fourth Grade Teacher Daughtrey Elementary	6/8/2022
	AG	Teacher, Welding Manatee Technical College	7/1/2022
	RG	Teacher, VE Mills Elementary	6/23/2022
	MG	Second Grade Teacher Freedom Elementary	6/30/2022

Type	Information/Position/Location	Eff Date
BH	Teacher, Resource Horizons Academy	6/23/2022
SH	Teacher, Mathematics, MS Haile Middle	6/7/2022
RK	Teacher, Physical Education, HS Parrish Community High	8/3/2022
MK	Teacher, Physical Education, HS Palmetto High	6/21/2022
BK	Teacher, Pre-K Handicapped Palma Sola Elementary	6/3/2022
ML	Instructor, Nursing Manatee Technical College	7/1/2022
GL	Counselor, MS Buffalo Creek Middle	7/23/2022
RM	First Grade Teacher Oneco Elementary	6/28/2022
VM	Teacher, Physical Education, MS King Middle	6/16/2022
MM	Fifth Grade Teacher Freedom Elementary	6/1/2022
MM	Third Grade Teacher Miller Elementary	6/23/2022
KR	Instructor, Dental Assistant Manatee Technical College	7/1/2022
WR	Teacher, Music, MS Buffalo Creek Middle	6/21/2022
AS	Counselor, MS Lee Middle	6/20/2022
MS	Teacher, Social Studies, HS Southeast High	6/13/2022

Type		Information/Position/Location	Eff Date
	SS	First Grade Teacher Palma Sola Elementary	7/30/2022
	MT	Kindergarten Teacher Samoset Elementary	6/12/2022
	SV	Third Grade Teacher Kinnan Elementary	6/13/2022
	TW	Second Grade Teacher Blackburn Elementary	7/15/2022
	AY	Teacher, Cosmetology Manatee Technical College	7/1/2022
Resignations/Supp			
	EB	School Nurse, LPN Moody Elementary	7/6/2022
	KDM	Registrar II Professional Support Center	7/14/2022
	PG	Custodian 4 Hr. Nolan Middle	6/1/2022
	MIG	Custodian 8 Hr. Tara Elementary	6/17/2022
	IH	Bus Driver Matzke Support Center	2/4/2022
	BI	School Secretary II, 12 Mo. Manatee Technical College	6/10/2022
	KJ	Custodian 8 Hr. Harvey Elementary	6/15/2022
	MK	School Secretary I, 12 Mo. Manatee Technical College	6/11/2022
	RM	Cafeteria Manager I Tara Elementary	7/29/2022
	SN	Bus Driver Training Matzke Support Center	7/5/2022

Type		Information/Position/Location	Eff Date
	MR	Custodian 8 Hr. Lincoln Middle	6/17/2022
	PS	School Clerical Assistant, 10 Mo. Jain Middle	7/6/2022
	JS	Custodian 8 Hr. McNeal Elementary	6/28/2022
	EV	Custodian 8 Hr. Southeast High	7/29/2022
	KV	Energy & Recycling Coordinator Matzke Support Center	5/28/2022
	TW	School Bookkeeper, 12 Mo. Southeast High	7/9/2022
Resignation in Lieu of Termination			
	CH	Network Systems Engineer School Support Center	5/26/2022
	RS	Assistant Principal, ES Blackburn Elementary	6/30/2022
	JW	Head Custodian I Bashaw Elementary	6/7/2022
Retirements/Admin			
	PH	Principal, ES Kinnan Elementary **24.58 Years**	7/9/2022
	VL	Assistant Principal, HS Lakewood Ranch High **18.16 Years**	8/9/2022
	KM	Behavioral Specialist, ESE Professional Support Center **32.88 Years**	8/4/2022
	SZ	**Assistant Principal, MS** **Jain Middle** **30.32 Years**	7/9/2022

Board Material - July 26, 2022

Type		*Information/Position/Location*	Eff Date
Retirements/Prof			
	TH	First Grade Teacher Blackburn Elementary **19 Years**	8/2/2022
Retirements/Supp			
	VCS	Custodian 8 Hr., Floater Maztke Support Center **23 Years**	10/1/2022
	MR	Jr. Accountant School Support Center **5.75 Years**	7/1/2022
	DT	Financial Aid Specialist Manatee Technical College **19 Years**	8/1/2022
Terminations/Admin			
	EU	Labor Relations Manager Wakeland Support Center	7/1/2022
Terminations/Supp			
	LR	Guidance Clerk Sugg Middle	5/31/2022
Transfers/Admin			
	TB	From: Assistant Principal Kinnan Elementary To: Assistant Principal Sea Breeze Elementary	7/19/2022
	BB	From: School Support Specialist Abel Elementary To: Assistant Principal, ES Blackburn Elementary	7/10/2022
	TB	From: Dean Lakewood Ranch High To: Assistant Principal, HS Lakewood Ranch High	7/10/2022
	RB	From: Professional Learning Spclst. School Support Center To: Assistant Principal Williams Elementary	7/19/2022
	JB	From: Teacher, Special Assignment Professional Support Center	7/1/2022

Type	Information/Position/Location	Eff Date
	To: Professional Learning Specialist Professional Support Center	
JC	From: Student Support Specialist Moody Elementary To: Assistant Principal, ES Daughtrey Elementary	7/10/2022
MC	From: Assistant Principal Bayshore Elementary To: Assistant Principal Kinnan Elementary	7/19/2022
JC	From: Computer Lab Manager Oneco Elementary To: Field Technician Oneco Elementary	7/1/2022
FC	From: School Coordinator Gullett Elementary To: Assistant Principal Mills Elementary	7/19/2022
EC	From: Fourth Grade Teacher Rogers Garden-Bullock Elementary To: Federal Programs Specialist Professional Support Center	7/1/2022
EC	From: Instructional Specialist Professional Support Center To: Instruction/Curric. Coordinator Professional Support Center	7/1/2022
NC	From: Third Grade Teacher McNeal Elementary To: Curriculum Specialist Professional Support Center	7/10/2022
ED	From: Computer Lab Manager Sugg Middle To: Field Technician School Support Center	7/10/2022
VD	From: Teacher, Critical Thinking Bayshore High	8/2/2022

Type	Information/Position/Location	Eff Date
	To: College & Career Advisor Bayshore High	
SD	From: Human Resources Specialist I School Support Center To: Certification Specialist School Support Center	7/1/2022
AG	From: Dean Southeast High To: Assistant Principal, HS Bayshore High	7/10/2022
MG	From: Student Support Specialist Rogers Garden-Bullock Elementary To: Assistant Principal, ES Bashaw Elementary	7/10/2022
SG	From: ESE Specialist Professional Support Center To: Clust Coord - ESE Student Svcs Professional Support Center	6/12/2022
JH	From: Reading Coach, ES Miller Elementary To: Instructional Curric. Specialist Professional Support Center	7/1/2022
JJ	From: Teacher, Special Assignment Professional Support Center To: Instruction Curric. Specialist/Mgr. Professional Support Center	7/1/2022
LK	From: Fifth Grade Teacher Prine Elementary To: Instruction Curric. Specialist/Mgr. Professional Support Center	7/1/2022
VM	From: Instructional Specialist Professional Support Center To: Instruction/Curriculum Coord. Professional Support Center	7/1/2022
CM	From: ESE Associate Director Professional Support Center	7/1/2022

Type	Information/Position/Location	Eff Date
	To: Cluster Coord., ESE Student Svcs Professional Support Center	
JM	From: Teacher, Pre-K Integrated Braden River Elementary To: Early Learning Specialist Professional Support Center	7/1/2022
MP	From: Dean Palmetto High To: Assistant Principal, HS Southeast High	7/11/2022
HM	From: Curriculum, Math Specialist Professional Support Center To: Instruction/Curriculum Coord. Professional Support Center	7/1/2022
AR	From: Computer Lab Manager King Middle To: Field Technician Manatee High	6/26/2022
MR	From: Buyer School Support Center To: Capital Buyer School Support Center	7/1/2022
MSS	From: Computer Lab Manager Palm View K-8 To: Meal Benefits & Report Coord. Wakeland Support Center	6/12/2022
GV	From: Computer Lab Manager Haile Middle To: Field Technician Sugg Middle	6/20/2022
SW	From: Assistant Principal, ES Rogers Garden-Bullock Elementary To: Principal, ES McNeal Elementary	7/10/2022
BW	From: School Psychologist Professional Support Ctr (Stdt Svcs)	7/1/2022

Type		Information/Position/Location	Eff Date
		To: School Psychologist Professional Support Ctr (Early Learn)	
Transfers/Para			
	RB	From: Teacher Aide, ESE Rogers Garden-Bullock Elementary To: Teacher Aide, ESE Harllee Middle	7/24/2022
	LC	From: Teacher Aide, ES Daughtrey Elementary To: Teacher Aide, Pre-K Witt Elementary	8/2/2022
	MC	From: Teacher Aide, ESOL Manatee Elementary To: Teacher Aide, ESOL Sea Breeze Elementary	8/2/2022
	LD	From: Teacher Aide, ES Gullett Elementary To: Teacher Aide, ES Harvey Elementary	7/24/2022
	CG	From: Teacher Aide, ESE Prine Elementary To: Teacher Aide, ESE Mills Elementary	8/2/2022
	TG	From: Classroom Sub Lee Middle To: Teacher Assistant, MS Lee Middle	8/2/2022
	DG	From: Teacher Aide, ESE Miller Elementary To: Teacher Aide, MS Sugg Middle	7/24/2022
	EG	From: Teacher Aide, ESOL Bashaw Elementary To: Teacher Aide, ESOL Myakka Elementary	7/24/2022
	SH	From: Physical Education Tech King Middle	7/24/2022

Type	Information/Position/Location	Eff Date
	To: Teacher Assistant, MS, ISS Palm View K-8	
TK	From: Field Technician School Support Center To: Computer Lab Manager Moody Elementary	8/2/2022
KK	From: Teacher Aide, Pre-K Sea Breeze Elementary To: Teacher Asst., Child Dev. Assoc. Palma Sola Elementary	7/24/2022
TM	From: Teacher Aide, ES Sea Breeze Elementary To: Teacher Aide, ES Prine Elementary	7/24/2022
BM	From: Teacher Aide, ESE Rogers Garden-Bullock Elementary To: Teacher Aide, ESE Harllee Middle	7/24/2022
JO	From: Food Service Worker - 5 Hr. Harvey Elementary To: Teacher Aide, ES Harvey Elementary	7/24/2022
GP	From: School Clerical Asst., 10 Mo Manatee Elementary To: Teacher Aide, ESOL Palm View K-8	7/24/2022
MP	From: Computer Lab Manager Stewart Elementary To: Behavior Tech Professional Support Center	7/24/2022
CR	From: Classroom Sub Daughtrey Elementary To: Teacher Aide, ES Sea Breeze Elementary	7/24/2022
WS	From: Teacher Aide, Pre-K Integrate Miller Elementary	7/24/2022

Type		Information/Position/Location	Eff Date
		To: Teacher Aide, Pre-K Integrated Stewart Elementary	
	DS	From: Teacher Aide, Pre-K Kinnan Elementary To: Teacher Aide, ES Johnson K-8	7/24/2022
	JSL	From: Health Aide Myakka Elementary To: Health Aide Blackburn Elementary	7/24/2022
	CW	From: Teacher Aide, ESE Mills Elementary To: Physical Education Tech Mills Elementary	7/24/2022
Transfers/Prof			
	LAS	From: Teacher, IND/SC Rogers Garden-Bullock Elementary To: Teacher, VE Harllee Middle	7/24/2022
	MB	From: Teacher, IND/SC Horizons Academy To: Teacher, VE/SC Manatee Elementary	7/24/2022
	DB	From: Fifth Grade Teacher Miller Elementary To: Teacher, Special Assignment Professional Support Center	7/10/2022
	JB	From: Classroom Sub Gullett Elementary To: Kindergarten Teacher Gullett Elementary	8/2/2022
	BB	From: Teacher, IND/SC Braden River High To: Teacher, Reading, HS Manatee High	7/24/2022
	AB	From: Fifth Grade Teacher Kinnan Elementary	7/24/2022

Type	Information/Position/Location	Eff Date
	To: Teacher, Mathematics, MS Braden River Middle	
UC	From: School Psychologist Braden River Elementary To: School Psychologist 10.5 Mo. Professional Support Center	7/17/2022
MC	From: Kindergarten Teacher Samoset Elementary To: Teacher, Resource Ballard Elementary	7/24/2022
ECC	From: Teacher, Resource Moody Elementary To: Student Support Specialist Harvey Elementary	7/24/2022
JC	From: Fourth Grade Teacher Tillman Elementary To: Teacher, Social Studies, MS Buffalo Creek Middle	7/24/2022
TC	From: Teacher, VE Jain Middle To: Student Support Specialist Southeast High	7/24/2022
RD	From: Teacher, Gifted Buffalo Creek Middle To: Teacher, Language Arts, MS Haile Middle	8/2/2022
SD	From: Teacher Aide, MS Buffalo Creek Middle To: Fifth Grade Teacher Williams Elementary	7/24/2022
KD	From: Teacher, VE Lincoln Middle To: Teacher, Mathematics, HS Palmetto High	7/24/2022
DD	From: Teacher Aide, ES Palma Sola Elementary	8/2/2022

Type	Information/Position/Location	Eff Date
	To: Third Grade Teacher Palma Sola Elementary	
LD	From: Guidance Clerk, ES Prine Elementary To: Fourth Grade Teacher Prine Elementary	7/24/2022
CE	From: Student Support Specialist Daughtrey Elementary To: Student Support Specialist Rogers Garden-Bullock Elementary	7/24/2022
PF	From: ESE Specialist Professional Support Center To: Teacher, VE Parrish Community High	7/24/2022
BF	From: Teacher, Physical Educ., ES Harvey Elementary To: Teacher, Social Studies, MS Jain Middle	7/24/2022
MF	From: Teacher Asst. Child Dev. Assoc Witt Elementary To: Teacher, Pre-K Integrated Witt Elementary	8/2/2022
LF	From: Teacher, Social Studies, HS Palmetto High To: Student Support Specialist Palmetto High	7/24/2022
EF	From: Teacher, Mathematics, HS Palmetto High To: Student Support Specialist Horizons Academy	7/24/2022
SF	From: Kindergarten Teacher Bashaw Elementary To: Reading Coach, ES Bayshore Elementary	7/24/2022
CG	From: First Grade Teacher Harvey Elementary	7/24/2022

Type	Information/Position/Location	Eff Date
	To: Teacher, Reading, HS Parrish Community High	
TG	From: Teacher, Dropout Prev., HS Braden River High To: Teacher, Mathematics, HS Southeast High	7/24/2022
EG	From: Teacher, Mathematics, MS Lee Middle To: Teacher, Mathematics, MS Sugg Middle	8/2/2022
VH	From: Third Grade Teacher Sea Breeze Elementary To: Fourth Grade Teacher Palmetto Elementary	7/24/2022
DHM	From: Teacher Aide, ESOL Palmetto Elementary To: Kindergarten Teacher Palmetto Elementary	7/24/2022
CH	From: Fifth Grade Teacher Bayshore Elementary To: Fifth Grade Teacher Harvey Elementary	7/24/2022
DH	From: Reading Coach, ES Sea Breeze Elementary To: Student Support Specialist Daughtrey Elementary	7/24/2022
JH	From: Third Grade Teacher Oneco Elementary To: Second Grade Teacher Palma Sola Elementary	7/24/2022
CI	From: Teacher, Music, ES Miller Elementary To: Teacher, Musica, ES Palma Sola Elementary	7/24/2022
MI	From: Fifth Grade Teacher Daughtrey Elementary	7/24/2022

Type	Information/Position/Location	Eff Date
	To: Fifth Grade Teacher Sea Breeze Elementary	
AJ	From: Kindergarten Teacher Bayshore Elementary To: Media Specialist, ES Bayshore Elementary	7/24/2022
JJ	From: Teacher, Mathematics, HS Bayshore High To: Teacher, Mathematics, HS Parrish Community High	7/24/2022
DK	From: Classroom Sub Lakewood Ranch High To: Teacher, Mathematics, HS Lakewood Ranch High	7/24/2022
TL	From: Teacher, Pre-K Integrated Prine Elementary To: Teacher, Pre-K Integrated Mills Elementary	7/24/2022
AM	From: Teacher, VE/SC Manatee Elementary To: Teacher, VE/SC Sea Breeze Elementary	7/24/2022
MM	From: Teacher, Language Arts, HS Manatee High To: Teacher, Gifted Southeast High	7/24/2022
TM	From: Graduation Enhancement Tech Samoset Elementary To: Student Support Specialist Samoset Elementary	8/2/2022
YM	From: Teacher Aide, ESOL Gullett Elementary To: First Grade Teacher Gullett Elementary	8/2/2022
JM	From: Fifth Grade Teacher Bayshore Elementary	7/24/2022

Type	Information/Position/Location	Eff Date
	To: Teacher, Science, MS Lee Middle	
DO	From: Fourth Grade Teacher Kinnan Elementary To: Second Grade Teacher Harvey Elementary	8/1/2022
AP	From: Teacher Aide, ES Bayshore Elementary To: Second Grade Teacher Oneco Elementary	7/24/2022
EP	From: Teacher, Other Classroom Braden River High To: Teacher, Social Studies, HS Parrish Community High	7/24/2022
JP	From: Teacher, Voc Ed. Bach/HS/Ret Manatee Technical College To: Instructor, Surgical Tech Manatee Technical College	8/1/2022
LRG	From: Senior School Secretary, ES Prine Elementary To: Fiscal Specialist Professional Support Specialist	7/5/2022
CRC	From: Fifth Grade Teacher Rogers Garden-Bullock Elementary To: Third Grade Teacher Bashaw Elementary	7/24/2022
RR	From: Teacher Aide, ES, Title I Sea Breeze Elementary To: Fifth Grade Teacher Sea Breeze Elementary	7/24/2022
RR	From: Teacher Aide, ES Daughtrey Elementary To: Kindergarten Teacher Daughtrey Elementary	8/1/2022
JR	From: Teacher, Gifted King Middle	7/24/2022

Type	Information/Position/Location	Eff Date
	To: Teacher, Science, HS Manatee High	
KR	From: Teacher, ASD Rogers Garden-Bullock Elementary To: Teacher, VE Harllee Middle	7/24/2022
JR	From: Teacher, Agriculture/Nat Res Lincoln Middle To: Teacher, Agriculture/Nat Res Parrish Community High	7/10/2022
MR	From: Fourth Grade Teacher Palmetto Elementary To: Teacher, Science, HS Palmetto High	7/24/2022
LR	From: Teacher, Reading, HS Manatee High To: Teacher, Gifted Manatee High	7/24/2022
JS	From: Third Grade Teacher Willis Elementary To: Kindergarten Teacher Harvey Elementary	7/24/2022
HS	From: Teacher, Music, ES Manatee Elementary To: First Grade Teacher Harvey Elementary	8/1/2022
DS	From: Teacher, Drafting Manatee Technical College To: Student Support Specialist Lakewood Ranch High	7/24/2022
SS	From: Teacher, Physical Educ., HS Braden River High To: Teacher, VE Horizons Academy	7/24/2022
CS	From: First Grade Teacher Rogers Garden-Bullock Elementary	7/24/2022

Type	Information/Position/Location	Eff Date
	To: Teacher, ESOL Resource Bashaw Elementary	
DS	From: Third Grade Teacher Bashaw Elementary To: Teacher, Physical Educ., HS Parrish Community High	8/2/2022
BS	From: Kindergarten Teacher Manatee Elementary To: Third Grade Teacher Moody Elementary	7/24/2022
JT	From: Teacher Aide, ESE Oneco Elementary To: Teacher, VE Oneco Elementary	8/2/2022
MT	From: Fourth Grade Teacher Miller Elementary To: Third Grade Teacher Palma Sola Elementary	7/24/2022
JV	From: Fourth Grade Teacher Tillman Elementary To: Third Grade Teacher Harvey Elementary	7/24/2022
KW	From: Fifth Grade Teacher Daughtrey Elementary To: Fourth Grade Teacher Rogers Garden-Bullock Elementary	
CW	From: Fifth Grade Teacher Rogers Garden-Bullock Elementary To: Fourth Grade Teacher Palmetto High	8/2/2022
AW	From: Student Support Specialist Haile Middle To: Student Support Specialist Palmetto High	7/24/2022
BW	From: Teacher, Resource Lee Middle	7/24/2022

Type		Information/Position/Location	Eff Date
		To: Teacher, Science, HS Parrish Community High	
	PW	From: Kindergarten Teacher Bashaw Elementary To: Student Support Specialist Oneco Elementary	7/24/2022
Transfers/Supp			
	JC	From: Bus Driver Matzke Support Center To: CBI Bus Operator/Teacher Aide Professional Support Center	8/7/2022
	NB	From: Classroom Sub Braden River Middle To: School Clerical Assistant, 10 Mo. Braden River Middle	7/24/2022
	LB	From: Human Resources Specialist I School Support Center To: Senior School Secretary, ES Blackburn Elementary	7/11/2022
	SB	From: Teacher Aide, ES Willis Elementary To: School Clerical Assistant, 10 Mo. Harvey Elementary	7/24/2022
	VC	From: School Clerical Asst, 10 Mo. Prine Elementary To: Guidance Clerk, ES Prine Elementary	7/18/2022
	CC	From: School Secretary I 12 Mo. Manatee Technical College To: School Secretary II 12 Mo. Manatee Technical College	6/26/2022
	KC	From: School Clerical Asst., 10 Mo. Parrish Community High To: Guidance Clerk Parrish Community High	7/11/2022
	AC	From: Guidance Clerk, ES Williams Elementary	6/20/2022

Type	Information/Position/Location	Eff Date
	To: Senior School Secretary, ES Williams Elementary	
JC	From: Bus Driver Matzke Support Center To: CBI Bus Operator/Tchr Aide Matzke Support Center	8/7/2022
RF	From: Guidance Clerk King Middle To: School Clerical Assistant, 10 Mo Sea Breeze Elementary	7/25/2022
VG	From: Custodian 8 Hr. Palm View K-8 To: Head Custodian I Palma Sola Elementary	6/12/2022
MGG	Food Service Worker - 6 Hr. Palm View K-8 To: School Clerical Asst., 10 Mo. Palm View K-8	7/24/2022
DGM	From: Carpet Cleaning Foreman Matkze Support Center To: Oper. Inspection/Trng Manager Matzke Support Center	6/12/2022
JH	From: School Secretary I, 12 Mo. Manatee Technical College To: School Secretary II, 12 Mo. Manatee Technical College	6/26/2022
TH	From: Teacher Aide, ESE Nolan Middle To: School Clerical Assistant, 10 Mo. Nolan Middle	7/24/2022
SHD	From: Teacher Aide, ES Harvey Elementary To: Guidance Clerk, ES Freedom Elementary	7/17/2022
LH	From: Senior School Secretary, ES Sea Breeze Elementary	7/11/2022

Type	Information/Position/Location	Eff Date
	To: Senior School Secretary Prine Elementary	
LJ	From: Teacher Aide, ESOL Miller Elementary To: School Clerical Assistant, 10 Mo Professional Support Center	7/24/2022
AL	From: Senior School Secretary, ES Daughtrey Elementary To: School Clerical Asst., 10 Mo. Professional Support Center	7/25/2022
AM	From: School Clerical Asst., 10 Mo. Braden River Middle To: Guidance Clerk Lakewood Ranch High	7/10/2022
NM	From: Guidance Clerk. ES Freedom Elementary To: Senior School Secretary, ES Freedom Elementary	7/11/2022
EMH	From: Custodian 8 Hr. Lakewood Ranch High To: School Clerical Assistant, 10 Mo. Professional Support Center	7/24/2022
MO	From: Administrative Secretary Professional Support Center To: Senior School Secretary Braden River Middle	7/10/2022
LP	From: Administrative Secretary Professional Support Center To: Instruction Curric. Executive Secy Professional Support Center	7/1/2022
JR	From: School Clerical Asst., 10 Mo. Sea Breeze Elementary To: Senior School Secretary, ES Sea Breeze Elementary	7/11/2022
ESS	From: School Clerical Asst., 10 Mo. Rogers Garden-Bullock Elementary	7/18/2022

Type	Information/Position/Location	Eff Date
	To: School Bookkeeper, 10.5 Mo. Rogers Garden-Bullock Elementary	
AS	From: Instruction Curric Secretary Professional Support Center To: School Bookkeeper, 12 Mo Professional Support Center	7/1/2022
MT	From: School Clerical Asst., 10 Mo Harvey Elementary To: Guidance Clerk, ES Harvey Elementary	7/17/2022

AGENDA ITEM NO. 10.37

School Board of Manatee County
July 26, 2022 - 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

Executive Summary
The Out-of-Field Plan for Manatee County Schools provides that teachers are notified of their out-of-field status at the point that the current certification that they hold does not meet the required certification for the subject(s) they are teaching. State School Board Rule 6A-1.0503 provides that any out-of-field teacher must be appointed by the School Board as being out-of-field after verification that an appropriately certified teacher is not available. The attached list of teachers was appointed by the School Board as out-of-field. These teachers have the option of passing the subject area exam or completing a minimum of six semester hours annually toward certification until such time that they can pass the test if applicable.

The META (Multicultural and Educational Training Advocacy) Consent Decree requires that all teachers of ELLs (English Language Learners) receive training in ESOL (English for Speakers of Other Languages) strategies. The number of required training hours ranges from 18 to 300 hours and is categorized by the subject in which the teacher gives instruction. Categories are I, II, III, and IV. The timeline for completing training hours is also driven by the category. Specifics are given to each teacher at the time of hire or when there is a change of assignment. Category I Teachers who are not ESOL Certified or Endorsed must be reported to the Board as out-of-field. The attached list contains the names of those teachers that are required to be reported to the Board.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Equitable Recruitment & Retention | Goal 1
Recruit the most qualified, diverse and motivated staff.

Equitable Recruitment & Retention | Goal 2
Improve teacher and other employee retention rates.

Recommendation
The Superintendent recommends approval of the report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Doug Wagner

Attachments:
OOF Content 7.26.2022
OOF ESOL 7.26.2022
OOF Reading 7.26.2022

OOF Content BM 7.26.2022						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
Shaffer	Amy	Abel Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	6/30/2022	5/31/2023
Coleman	Brittney	Tara Elementary School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	6/30/2022	2/7/2023
Walton	Ronald	Blackburn Elementary School	Tchr, Second Grade	Elementary Education K-6	2/22/2022	5/31/2022
Easterling	Emily	Palmetto High School	Tchr, Language Arts, HS	English 6-12	2/18/2022	2/7/2023
Bachman	Annemarie	Myakka Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	2/17/2022	1/31/2023
Darland	Deborah	Southeast High School	Tchr, Intellctual Disabilities	Elementary Education K-6	2/15/2022	5/31/2022
Franklin	Katrina	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	2/14/2022	11/1/2022
Hebert	Kristy	Parrish Community High School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	2/3/2022	5/31/2022
Shelby	Hannah	Manatee Elementary School	Tchr, Music, ES	Music K-12	1/21/2022	1/10/2023
Pointer	Michelle	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	1/21/2022	1/4/2022
Amos	Jacob	Miller Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	1/19/2022	8/4/2023
Amos	Jacob	Miller Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	1/19/2022	10/4/2024
Hodge	Toni Ann	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	1/13/2022	12/13/2022
Hodge	Toni Ann	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	1/13/2022	12/13/2023
Nolin	Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/13/2021	12/13/2022
Nolin	Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	12/13/2021	12/13/2023
Bugg	Andrew	Sable Acad Behavioral Learning	Tchr, VE	Middle Grades Mathematics 5-9	12/13/2021	11/29/2022
Bugg	Andrew	Sable Acad Behavioral Learning	Tchr, VE	Exceptional Student Education K-12	12/13/2021	11/29/2022
Diss	Amy	Braden River Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	11/19/2021	11/29/2022
Shillinglaw	Beth	Williams Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	11/16/2021	11/1/2022
Snowden	Rachel	Manatee Elementary School	Tchr, First Grade	Elementary Education K-6	11/3/2021	11/15/2022
Murphy	Jack	Buffalo Creek Middle School	Tchr, Social Studies, MS	Social Science 6-12	10/27/2021	10/7/2022
Wilkes	Bernard	Lakewood Ranch High School	Tchr, Social Studies, HS	Social Science 6-12	10/27/2021	10/21/2022
Krell	Samantha	Lakewood Ranch High School	Tchr, Language Arts, HS	Social Science 6-12	10/27/2021	10/21/2022
Suchy	Michael	Manatee High School	Tchr, Physical Educ, HS	Physical Education K-12	10/27/2021	1/1/9202
Phillips	Dianne	Williams Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	10/26/2021	8/1/2022
Boyd	Stephanie	Jain Middle School	Tchr, Language Arts, MS	Middle Grades English 5-9	10/21/2021	10/5/2022
Vanderford	Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	English 6-12	10/21/2021	10/8/2021
Wright	Rebecca	Buffalo Creek Middle School	Tchr, Physical Educ, MS	Physical Education K-12	10/14/2021	9/30/2022
Weingold	Kevin	Buffalo Creek Middle School	Tchr, VE/SC	Exceptional Student Education K-12	10/8/2021	10/7/2022
Cendan	Alexander	Blackburn Elementary School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	10/7/2021	9/24/2022
Jones	Cary	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	10/7/2021	10/4/2022
Green	Phillip	Prine Elementary School	Tchr, Fourth Grade	Elementary Education K-6	10/7/2021	6/30/2024
Shreve	Heather	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	10/6/2021	9/13/2022
Boardman	Kerri	Braden River Elementary School	Tchr, VE/SC	Elementary Education K-6	9/27/2021	9/27/2021
Huffman	Julia	Daughtrey Elementary School	Tchr, Third Grade	Elementary Education K-6	9/27/2021	5/31/2020
Schonberger	Gina	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	9/24/2021	5/31/2022
Baity	Reggie	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	9/22/2021	5/31/2022
Dorman	Brianne	Sea Breeze Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	9/15/2021	9/15/2022
Baucom	Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/12/2021	5/31/2022
Baucom	Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/12/2021	5/31/2023
Webb	James	Palmetto High School	Tchr, Social Studies, HS	Social Science 6-12	9/12/2021	5/31/2022
Torchia	Whitney	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/10/2021	5/31/2022
Torchia	Whitney	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/10/2021	5/31/2023
Wright	Kimberly	Horizons Academy	Tchr, Emotion/Behavr Disabil	Mathematics 6-12	9/10/2021	5/31/2022
McGarry	Hunter	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	9/8/2021	5/31/2022
McGarry	Hunter	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/8/2021	5/31/2022
McGarry	Hunter	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/8/2021	5/31/2023
Morris	Barbara	Horizons Academy	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	9/3/2021	6/30/2022
Sharbono	Christian	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	9/1/2021	5/31/2022
Brod	Leah	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	9/1/2021	5/31/2022
Brod	Leah	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/1/2021	5/31/2022
Brod	Leah	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/1/2021	5/31/2023
Goldberg	Nicole	Braden River High School	Tchr, Intellctual Disabilities	Elementary Education K-6	8/31/2021	6/30/2026
Pavlovic	Natalie	Haile Middle School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	8/26/2021	5/31/2022
Pavlovic	Natalie	Haile Middle School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	8/26/2021	5/31/2022
Pavlovic	Natalie	Haile Middle School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	8/26/2021	5/31/2023
Keiper	Keala	Samoset Elementary School	Tchr, VE/SC	Elementary Education K-6	8/21/2021	5/31/2022
Keiper	Keala	Samoset Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	8/21/2021	5/31/2022
McDaniel	Lauren	Tara Elementary School	Tchr, Second Grade	Educational Media Specialist PK-12	8/21/2021	5/31/2022
Simpson	Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	8/20/2021	5/31/2022
Simpson	Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	8/20/2021	5/31/2023
Simpson	Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	8/20/2021	5/31/2024
Geldmaker	Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	8/18/2021	5/31/2022
Geldmaker	Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	8/18/2021	5/31/2022
Geldmaker	Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	8/18/2021	5/31/2023
Dowling	Jennifer	Braden River Middle School	Tchr, Mathematics, MS	Elementary Education K-6	8/17/2021	5/31/2022
Luther	Latece	Lincoln Memorial Middle School	Tchr, Physical Educ, MS	Exceptional Student Education K-12	8/13/2021	5/31/2022
Ceruti	Kaitlyn	Sea Breeze Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	8/6/2021	5/31/2022

Ceruti	Kaitlyn	Sea Breeze Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	8/6/2021	5/31/2023
Artis	Heather	Abel Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	7/30/2021	5/31/2022
Calcorzi	Angel	Bayshore Elementary School	Tchr, Fifth Grade	Elementary Education K-6	7/30/2021	5/31/2022
Corbran	Caitlyn	Parrish Community High School	Tchr, Agriculture/Nat Resrcs	Middle Grades General Science 5-9	3/10/2021	5/31/2021
Storm	Megan	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	3/6/2021	2/12/2022
Kennedy	Ryan	Parrish Community High School	Tchr, VE	English 6-12	3/6/2021	2/12/2022
Westendorf	Michelle	Miller Elementary School	Tchr, First Grade	Exceptional Student Education K-12	2/6/2021	1/11/2022
Emerick	Hannah	Sugg Middle School	Tchr, Language Arts, MS	English 6-12	2/3/2021	1/12/2022
Neathery	Michele	Bayshore High School	Tchr, Reading, HS	English 6-12	1/21/2021	5/31/2021
Childers	Kelly	Bayshore High School	Tchr, VE	Elementary Education K-6	1/21/2021	1/21/2022
Routhier	Charles	Bayshore High School	Tchr, Business Technology	Business Education 6-12	1/21/2021	5/31/2021
Guerrero	Eduardo	Lee Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	1/5/2021	12/10/2021
Storey	Peggy	Tillman Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	12/17/2020	11/24/2021
Ingram	Elizabeth	Palm View K-8 School	Tchr, Fourth Grade	Gifted Endorsement Class 2	11/5/2020	11/1/2021
Rickenbrode	Jaclyn	Palm View K-8 School	Tchr, Third Grade	Gifted Endorsement Class 2	11/5/2020	11/1/2021
Russell	Jessica	Jain Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	11/4/2020	10/30/2021
Siegel	Kristin	Parrish Community High School	Tchr, Reading, HS	Biology 6-12	11/4/2020	10/19/2021
Brydson	Raynard	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Elementary Education K-6	11/2/2020	5/31/2021
Miller	Akilla	Manatee High School	Tchr, Science, HS	Biology 6-12	10/27/2020	10/8/2021
Wallace	Wayne	Buffalo Creek Middle School	Tchr, Dropout Prevention, MS	Middle Grades English 5-9	10/26/2020	10/8/2021
Gunn	Alan	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	English 6-12	10/26/2020	10/8/2021
Motlow-Newhall	Melanie	Kinnan Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/26/2020	10/8/2021
Butcher	John	Sugg Middle School	Tchr, ESOL Resource	Middle Grades English 5-9	10/26/2020	10/8/2021
DiSante	Sommer	Sugg Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	10/26/2020	10/8/2021
Campbell	Emily	Gullett Elementary School	Tchr, Second Grade	Elementary Education K-6	10/22/2020	9/22/2021
Searls	Darvin	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	10/20/2020	10/8/2021
Burdette	Beverly	Manatee High School	Tchr, Social Studies, HS	Social Science 6-12	10/13/2020	10/5/2021
Miller	Angela	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	10/8/2020	10/5/2021
Miller	Angela	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	10/8/2020	10/5/2022
Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 1	10/7/2020	10/5/2021
Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 2	10/7/2020	10/5/2022
Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 3	10/7/2020	10/5/2023
Uhlinger	Chad	Braden River Middle School	Tchr, Mathematics, MS	Mathematics 6-12	9/29/2020	9/23/2021
Crowe	Maribel	Horizons Academy	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	9/26/2020	5/31/2021
Klaput	Joseph	Haile Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	9/17/2020	5/31/2021
Bohman	Megan	Nolan Middle School	Tchr, Autism Spectrum Disorder	Middle Grades English 5-9	9/17/2020	5/31/2021
Muntz	Steve	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12	9/14/2020	5/31/2021
Pope	Eleanor	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/14/2020	5/31/2021
Pope	Eleanor	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/14/2020	5/31/2022
Zachary	Cassidy	Freedom Elementary School	Tchr, VE	Exceptional Student Education K-12	9/13/2020	5/31/2020
Smith	Samantha	Horizons Academy	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	9/13/2020	5/31/2021
Soudijn	Cheryl	Johnson K-8 Sch of Int Studies	Tchr, Pre-K Integrated	Exceptional Student Education K-12	9/13/2020	5/31/2021
Swinkels	Katherine	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	9/13/2020	5/31/2021
Cobb	Sylvia	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	9/10/2020	9/10/2021
Gunn	Alan	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	9/10/2020	9/10/2021
Aguado	Sarah	Moody Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	8/28/2020	5/31/2021
Matyasi	Matthew	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	Middle Grades General Science 5-9	8/27/2020	10/2/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	8/27/2020	5/31/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Autism Endorsement Year 1	8/27/2020	5/31/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Autism Endorsement Year 2	8/27/2020	5/31/2022
Connolly	Karen	Williams Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	8/26/2020	5/31/2021
Phelps	Shomari	Southeast High School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	8/25/2020	6/30/2023
Phelps	Shomari	Southeast High School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	8/25/2020	5/31/2021
Tretolo	Stephanie	Bashaw Elementary School	Tchr, Fourth Grade	Music K-12	8/20/2020	11/15/2021
Reeves	Patricia	Braden River Middle School	Tchr, Social Studies, MS	Middle Grades Mathematics 5-9	8/18/2020	5/31/2021
Sutton	Sierra	Palmetto Elementary School	Tchr, Fourth Grade	Exceptional Student Education K-12	8/10/2020	5/31/2021
Martinez	Stephanie	Willis Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	8/7/2020	5/31/2021
Pippin	Tami	King Middle School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	8/6/2020	5/31/2021
Pippin	Tami	King Middle School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	8/6/2020	5/31/2022
Mullins	Robert	Palm View K-8 School	Tchr, Technology	Engineering and Technology Education	8/4/2020	5/31/2021
Gibson	Joseph	Haile Middle School	Tchr, Art, MS	Engineering and Technology Education	8/3/2020	5/31/2021
Carpenter	Ashley	Harvey Elementary School	Tchr, Pre-K Integrated	PreKindergarten/Primary Education PK-3	8/3/2020	5/31/2021
Galati	Natasha	King Middle School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	8/3/2020	5/31/2021
Henry	Louis	Lakewood Ranch High School	Tchr, World Language, HS	Middle Grades Mathematics 5-9	8/3/2020	1/3/2021
Rosario	Wilfredo	Sable Acad Behavioral Learning	Tchr, Physical Educ, MS	Exceptional Student Education K-12	8/3/2020	5/31/2021
Galiardo	Stacey	Palmetto Elementary School	Tchr, Combination, ES Grds	Exceptional Student Education K-12	7/31/2020	5/31/2021
Gunn	Alan	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	7/30/2020	5/31/2021
Ngo	Jacqueline	Johnson K-8 Sch of Int Studies	Tchr, First Grade	World Language – Spanish K-12	7/30/2020	5/31/2021
Bomar	Brittani	Kinnan Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	7/28/2020	5/31/2021
Gardner	Kelly	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	7/23/2020	5/31/2021
Gardner	Kelly	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	7/23/2020	5/31/2022

Keysor	Alexandra	Abel Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	7/22/2020	5/31/2023
Keysor	Alexandra	Abel Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	7/22/2020	5/31/2021
Keysor	Alexandra	Abel Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	7/22/2020	5/31/2022
Vonseggern	Byron	Haile Middle School	Tchr, Science, MS	Exceptional Student Education K-12	7/21/2020	5/31/2021
Bracciano	Kathryn	Manatee High School	Tchr, Science, HS	Middle Grades General Science 5-9	7/20/2020	5/31/2021
Keats	Michelle	Freedom Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	7/19/2020	5/31/2021
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades Mathematics 5-9	6/9/2020	5/31/2021
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades General Science 5-9	6/9/2020	5/31/2022
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades Social Science 5-9	6/9/2020	5/31/2023
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades English 5-9	5/12/2020	6/10/2020
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	3/11/2020	2/28/2023
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	3/11/2020	2/28/2024
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	3/11/2020	2/28/2021
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	3/11/2020	2/28/2022
Goodyear	Calaina	Sugg Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	3/5/2020	5/31/2020
Highley	Tamara	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	1/30/2020	2/7/2021
Van Zandt	Mary	Tara Elementary School	Tchr, VE	Elementary Education K-6	1/21/2020	1/6/2021
Bishop	Meghan	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	1/8/2020	10/7/2020
Reynolds	Jennifer	King Middle School	Tchr, Gifted	Gifted Endorsement Class 1	12/12/2019	5/31/2020
Reynolds	Jennifer	King Middle School	Tchr, Gifted	Gifted Endorsement Class 2	12/12/2019	5/31/2021
Reynolds	Jennifer	King Middle School	Tchr, Gifted	Gifted Endorsement Class 3	12/12/2019	5/31/2022
Mauk	Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	12/2/2019	12/2/2020
Mauk	Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	12/2/2019	12/2/2021
Blank	Christopher	Lakewood Ranch High School	Tchr, Health, HS	Middle Grades General Science 5-9	10/29/2019	10/31/2020
Mercado	Giovanna	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	10/23/2019	7/13/2018
Day	Christina	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/16/2019	10/16/2021
Day	Christina	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/16/2019	10/16/2022
Sharbono	Christian	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	Physical Education K-12	10/16/2019	10/16/2020
Ortiz	Joan	Nolan Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/16/2019	10/21/2021
Corbett	Brooke	Palmetto High School	Tchr, Other Classroom	World Language – Spanish K-12	10/16/2019	10/11/2021
Mezzina	Sabrina	King Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/10/2019	10/1/2021
Benjoud	Omar	Southeast High School	Tchr, VE	Exceptional Student Education K-12	10/9/2019	5/31/2022
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/4/2019	10/12/2019
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/4/2019	10/12/2019
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Social Science 5-9	10/4/2019	10/12/2019
Baity	Reggie	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	9/24/2019	2/23/2021
Scott	Lindsey	Samoset Elementary School	Tchr, VE	Elementary Education K-6	9/11/2019	5/31/2020
Steinberg	Brittney	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 1	8/30/2019	5/1/2020
Steinberg	Brittney	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 2	8/30/2019	5/1/2021
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 1	8/9/2019	5/31/2020
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 2	8/9/2019	5/31/2021
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 3	8/9/2019	5/31/2022
Rogers	Kharma	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	Elementary Education K-6	8/9/2019	5/31/2022
Hincapie-Lopez	Diana	Abel Elementary School	Tchr, Pre-K Integrated	PreKindergarten/Primary Education PK-3	8/6/2019	5/31/2021
Mainer	Angela	Buffalo Creek Middle School	Tchr, Business Technology	Elementary Education K-6	8/2/2019	5/1/2020
Byrne	James	Bayshore High School	Tchr, Science, HS	Physics 6-12	8/1/2019	12/18/2020
Bigler	Cynthia	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	8/1/2019	5/31/2019
Ramirez	Maria	Palma Sola Elementary School	Tchr, VE	Elementary Education K-6	7/15/2019	5/31/2021
Patalano	Hailey	Parrish Community High School	Tchr, Art, HS	Drama 6-12	7/1/2019	5/31/2021
Williams	Tara	Braden River Middle School	Tchr, VE	Social Science 6-12	3/8/2019	9/5/2018
Henderson	Deanna	Jain Middle School	Tchr, Science, MS	Social Science 6-12	3/8/2019	9/5/2018
Yueng-Nieves	Kathryn	Freedom Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	3/1/2019	10/5/2019
Martin	Roderick	Palmetto High School	Tchr, Mathematics, HS	Mathematics 6-12	3/1/2019	3/5/2020
Trefil	Elsa	Williams Elementary School	Tchr, VE	Elementary Education K-6	3/1/2019	10/12/2019
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Earth-Space Science 6-12	2/28/2019	10/4/2022
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	English 6-12	2/28/2019	10/4/2021
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Health K-12	2/28/2019	10/4/2023
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Mathematics 6-12	2/28/2019	10/4/2021
Dehetre	Kimberly	Braden River High School	Tchr, Science, HS	Earth-Space Science 6-12	2/28/2019	2/1/2020
Kandel	Katherine	Freedom Elementary School	Tchr, Fourth Grade	Elementary Education K-6	2/28/2019	3/2/2019
King	Christopher	Haile Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	2/28/2019	10/3/2019
Garrity	Patrick	King Middle School	Tchr, Dropout Prevention, MS	Business Education 6-12	2/28/2019	10/15/2019
Durocher	Christy	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Exceptional Student Education K-12	2/28/2019	2/14/2020
Culton	Christopher	Parrish Community High School	Tchr, VE	Biology 6-12	2/28/2019	3/4/2021
Culton	Christopher	Parrish Community High School	Tchr, VE	English 6-12	2/28/2019	3/4/2020
Culton	Christopher	Parrish Community High School	Tchr, VE	Mathematics 6-12	2/28/2019	3/4/2022
Maddox	Annette	Rogers Garden-Bullock ES	Tchr, Intellctual Disabilities	Elementary Education K-6	2/28/2019	2/6/2006
Dillahay	Olivia	Tara Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	2/28/2019	3/1/2020
Wines	Marcia	Southeast High School	Tchr, Language Arts, HS	English 6-12	1/10/2019	12/12/2019
Woughter	Cari	Manatee Elementary School	Tchr, Fifth Grade	PreKindergarten Disabilities Endorsement	10/19/2018	10/19/2019
Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 1	10/17/2018	5/31/2019

Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 2	10/17/2018	5/31/2020
Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 3	10/17/2018	5/31/2021
Pellicone	Jessica	Lakewood Ranch High School	Tchr, TV Production	Engineering and Technology Education	10/17/2018	3/20/2019
Koehlinger	Melissa	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/17/2018	10/3/2020
Turi	Amanda	Palm View K-8 School	Tchr, VE	Elementary Education K-6	10/17/2018	10/3/2019
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades English 5-9	10/17/2018	10/3/2021
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Mathematics 5-9	10/17/2018	10/23/2020
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades General Science 5-9	10/17/2018	10/3/2022
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Social Science 5-9	10/17/2018	10/3/2020
Deppen	Julie	Willis Elementary School	Tchr, Third Grade	Middle Grades English 5-9	10/4/2018	5/31/2019
Cummings	Stacy	Palm View K-8 School	Tchr, VE	Exceptional Student Education K-12	9/19/2018	5/1/2019
Fearon	Victoria	Palm View K-8 School	Tchr, VE	Elementary Education K-6	9/5/2018	5/31/2019
Silva	John	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	8/31/2018	5/31/2019
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Social Science 6-12	8/27/2018	5/31/2019
Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 1	8/20/2018	8/1/2019
Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 2	8/20/2018	5/30/2020
Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 3	8/20/2018	5/30/2021
Cobb	Jennifer	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	8/20/2018	5/30/2019
Frech	Aaron	Sugg Middle School	Tchr, Language Arts, MS	Elementary Education K-6	8/14/2018	6/30/2018
Bencie	Teresa	Southeast High School	Tchr, World Language, HS	World Language – French K-12	8/13/2018	5/31/2020
Bencie	Teresa	Southeast High School	Tchr, World Language, HS	World Language – Spanish K-12	8/13/2018	5/31/2019
Greene	Nailah	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	8/10/2018	5/31/2019
Koci	Stanley	Palm View K-8 School	Tchr, Science, MS	Middle Grades General Science 5-9	8/10/2018	5/31/2019
Davies	Jenna	Parrish Community High School	Tchr, Science, HS	Biology 6-12	8/10/2018	5/31/2019
Tate	Kiara	Southeast High School	Tchr, Other Classroom	English 6-12	8/10/2018	5/31/2019
Timmons	Brett	Southeast High School	Tchr, Other Classroom	English 6-12	6/23/2018	9/18/2020
Timmons	Brett	Southeast High School	Tchr, Other Classroom	Middle Grades General Science 5-9	6/23/2018	9/18/2018
Timmons	Brett	Southeast High School	Tchr, Other Classroom	Social Science 6-12	6/23/2018	9/18/2019

OOF ESOL 7.26.2022 BM						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
Earl	Lauren	Blackburn Elementary School	Tchr, Third Grade	ESOL End. Class 1	3/3/2022	8/1/2020
Howard	Kelly	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/22/2022	8/1/2024
Li	Stephanie	Manatee Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/27/2022	1/24/2024
Guzman Colon	Wenik	Lee Middle School	Tchr, World Language, MS	ESOL End. Class 1	1/25/2022	8/1/2022
Steiner-Woods	Michelle	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	1/21/2022	1/24/2024
Smith	Gracyn	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	1/21/2022	8/1/2024
Walters	Molli	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	1/19/2022	1/9/2024
Brown	Robin	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/13/2022	1/23/2024
Bernal	Laura	Manatee Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	1/13/2022	8/1/2023
Tinl	Maleah	Palm View K-8 School	Tchr, Language Arts, MS	ESOL End. Class 1	1/13/2022	1/10/2024
George	Jenna	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	1/10/2022	8/1/2023
Townsend	Emily	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 4	1/9/2022	2/20/2020
Holgado Castro	Sandra	Johnson K-8 Sch of Int Studies	Tchr, ESOL Resource	ESOL End. Class 4	1/4/2022	1/4/2022
Sartori Amsberry	Phoebe	Sea Breeze Elementary School	Tchr, Music, ES	ESOL End. Class 4	12/15/2021	8/1/2021
Clark	Megan	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	12/15/2021	8/5/2019
Graham	Trisha	Ballard Elementary School	Tchr, Resource	ESOL End. Class 4	12/8/2021	5/31/2020
Thornton	Joshua	Bashaw Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 4	12/8/2021	10/27/2020
Adams	Mariah	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	12/6/2021	8/1/2023
Myers	William	Tillman Elementary School	Tchr, VE/SC	ESOL End. Class 5	11/27/2021	8/19/2017
Williams	Jaime	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	11/17/2021	8/1/2023
Peace	Elizabeth	Sea Breeze Elementary School	Tchr, VE	ESOL End. Class 1	11/9/2021	8/1/2023
Kammou	Hadda	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	11/3/2021	8/1/2023
Moreno-Hernandez	Diana	Oneco Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	10/27/2021	8/1/2023
Flesche	Kathryn	McNeal Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/21/2021	8/1/2023
Light	Michelle	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	10/19/2021	8/1/2023
Olsen	Kaitlynn	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/18/2021	8/1/2023
Chanelo Rodriguez	Edith	Blackburn Elementary School	Tchr, Kindergarten	ESOL End. Class 1	10/15/2021	8/1/2023
Arsalai	Sadaf	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/15/2021	8/1/2023
Collado	Evelyn	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	10/7/2021	10/4/2023
Nonova	Albena	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/7/2021	10/4/2023
Walter	Tess	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/6/2021	10/4/2023
Watkins	Jacqueline	Manatee High School	Tchr, VE	ESOL End. Class 1	10/1/2021	8/1/2022
Weems	Kristen	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/28/2021	8/1/2022
Melby	Caroline	Myakka Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/28/2021	8/1/2023
Counter	Michelle	Kinnan Elementary School	Tchr, Intellctual Disabilities	ESOL End. Class 1	9/27/2021	8/1/2022
Akers	Jennifer	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/21/2021	8/1/2023
Kozlowski	Eric	Sea Breeze Elementary School	Tchr, Resource	ESOL End. Class 1	9/20/2021	8/1/2023
Darnell	Amanda	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Melillo	Amy	Braden River Elementary School	Tchr, First Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Messer	Kathleen	Braden River Elementary School	Tchr, First Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Williams	Jarrett	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Scirrotto	Ronda	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Van Dyke	Carolyn	Oneco Elementary School	Tchr, Resource	ESOL End. Class 1	9/12/2021	8/1/2023
Jordan	Andrea	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/12/2021	8/1/2023
Warren	David	Sea Breeze Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Botros	Carrie	Willis Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Tollers	Stephanie	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Martinetti	Megan	Johnson K-8 Sch of Int Studies	Tchr, Second Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Irizarry-Cupeles	Yovaly	King Middle School	Tchr, World Language, MS	ESOL End. Class 3	9/11/2021	8/1/2023
Radaszewski	Anthony	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Molnar	Adrianna	Manatee Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/10/2021	8/1/2023
Hyde	Katherine	Parrish Community High School	Tchr, Physical Educ, HS	ESOL End. Class 3	9/10/2021	8/1/2023
Salzmann	Charlieana	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/9/2021	8/1/2023
Anioce	Swenson	Southeast High School	Tchr, VE	ESOL End. Class 1	9/9/2021	8/1/2023
Kerchner	Lisa	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/9/2021	8/1/2023
Meyer	Mary	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/7/2021	8/1/2023
Callahan	Heather	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/3/2021	8/1/2023
Chrisman	LeAnn	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/2/2021	8/1/2023
Romain	Kenicka	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/1/2021	8/1/2023
LaBrake	Makenzie	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	9/1/2021	8/1/2023
Clark	Shawna	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/1/2021	8/1/2023
Feliciano	Sarah	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/29/2021	8/1/2023

Bono	Noelle	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/27/2021	8/1/2023
Cullen	Alexis	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/24/2021	8/1/2023
Riffle	Jennifer	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/23/2021	8/1/2023
Madigan	Patrick	Johnson K-8 Sch of Int Studies	Tchr, Language Arts, MS	ESOL End. Class 1	8/23/2021	8/1/2023
Montijo	Jennifer	Manatee Elementary School	Tchr, VE	ESOL End. Class 1	8/23/2021	8/1/2023
Mazelin	Caitlin	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/23/2021	8/1/2023
Milazzo	Lauren	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/21/2021	8/1/2023
Kolomiychenko	Vyacheslav	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/21/2021	8/1/2023
Sawyer	Teri	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/20/2021	8/1/2023
Hogue	Rebekah	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/20/2021	8/1/2023
Hogue	Kenneth	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/20/2021	8/1/2023
Baialardo	Sonny	Stewart Elementary School	Tchr, First Grade	ESOL End. Class 1	8/20/2021	8/1/2023
Fidura	Monica	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/19/2021	8/1/2023
Nobile	Selina	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/18/2021	8/1/2023
Mynatt	Jessica	Bayshore Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/18/2021	8/1/2023
Tobias	Kayla	Abel Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/17/2021	8/1/2023
Hamel	Kelly	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/17/2021	8/1/2023
Tympanick	Katherine	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Kincaid	Natalie	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/16/2021	8/1/2023
Cole	Emily	Rogers Garden-Bullock ES	Tchr, Third Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Beck	Karen	Bayshore Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/12/2021	8/1/2023
Alvarez	Daniel	Johnson K-8 Sch of Int Studies	Tchr, Fifth Grade	ESOL End. Class 1	8/2/2021	8/1/2023
Assha	Paola	Buffalo Creek Middle School	Tchr, Science, MS	ESOL End. Class 1	3/11/2021	8/1/2012
Douglas	Kelli	Lincoln Memorial Middle School	Tchr, VE	ESOL End. Class 1	3/10/2021	8/1/2012
Delgado Vazquez	Mirla	Daughtrey Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	3/9/2021	8/1/2015
Barber	Coleman	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	3/9/2021	8/1/2023
Nelson	Stacie	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	3/8/2021	8/1/2017
Gimmi	Alexander	Lakewood Ranch High School	Tchr, Reading, HS	ESOL End. Class 1	3/6/2021	8/1/2022
Murphy	Trista	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	3/5/2021	8/1/2022
Murphy	Matthew	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	3/5/2021	8/1/2022
Lund	Ashley	Manatee Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	3/3/2021	8/1/2021
Williams	Bradley	Lee Middle School	Tchr, Resource	ESOL End. Class 1	3/2/2021	8/1/2021
Jaimes	Maria	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	3/1/2021	8/1/2021
Eidson	Kaehla	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/24/2021	8/1/2021
Smith	Christina	Bayshore Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	1/21/2021	8/1/2022
Walker	Michael	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	1/19/2021	8/1/2021
Daspit	Katie	Samoset Elementary School	Tchr, Resource	ESOL End. Class 1	12/17/2020	8/1/2022
Childress	Ashley	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	11/17/2020	8/1/2022
Ferrell	Savannah	Lee Middle School	Tchr, ESOL Resource	ESOL End. Class 1	11/3/2020	8/1/2022
Ramon	Samantha	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	11/2/2020	11/2/2022
Sasso	Kristina	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	10/29/2020	8/1/2022
Anderson	Jessica	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	10/27/2020	8/1/2022
Bryant	Andre	Kinnan Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	10/23/2020	8/1/2022
Kleer	Jenny	Williams Elementary School	Tchr, Second Grade	ESOL End. Class 1	10/19/2020	8/1/2022
Garber	Valerie	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/9/2020	8/1/2022
Deans	Sara	Palm View K-8 School	Tchr, Kindergarten	ESOL End. Class 1	10/9/2020	8/1/2022
Coberly	Wendy	Bashaw Elementary School	Tchr, Second Grade	ESOL End. Class 1	10/7/2020	8/1/2022
Fairley	Johni	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/29/2020	8/1/2022
Tackett	Laura	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/25/2020	8/1/2022
Coetzee	Nicolette	Lakewood Ranch High School	Tchr, Social Studies, HS	ESOL End. Class 1	9/18/2020	8/1/2022
Gallien	Sabrina	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/14/2020	8/1/2022
Walter	Maddison	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/13/2020	8/1/2022
Trevino	Katherine	Ballard Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	9/4/2020	8/1/2022
Thomas	Tanya	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/30/2020	8/1/2021
Perry	Sarah	Bayshore High School	Tchr, VE	ESOL End. Class 3	8/20/2020	8/1/2023
Vicens	Sarah	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/19/2020	8/1/2022
Abend	Tristan	Bayshore High School	Tchr, Reading, HS	ESOL End. Class 1	8/17/2020	8/1/2022
Gomes	Lisa	Kinnan Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/17/2020	8/1/2022
Campbell	Patricia	McNeal Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/13/2020	8/1/2022
Highers	Jamie	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/7/2020	8/1/2022
Jimenez	Katty	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/7/2020	8/1/2022
Wetherington	Joy	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/7/2020	8/1/2022
Collins	Jessica	Tillman Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/6/2020	8/1/2022
Morales-Correa	Meagan	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/3/2020	8/1/2022

Collins	Asia	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/3/2020	8/1/2022
Jimenez	Madison	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	7/31/2020	8/1/2022
Thompson	Monique	Freedom Elementary School	Tchr, First Grade	ESOL End. Class 1	7/31/2020	8/1/2022
Austin	Taylor	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	7/28/2020	8/1/2022
Hainline	Alison	Stewart Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	7/27/2020	8/1/2022
Burns	Jamie	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/22/2020	8/1/2022
Lubbers	Jess	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/22/2020	8/1/2022
Page	Anita	Manatee Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/22/2020	8/1/2022
Walker	Kaylee	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	7/21/2020	8/1/2022
Hennessy-Seguin	Megan	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/20/2020	8/1/2022
Hajduk	Michelle	Daughtrey Elementary School	Tchr, Resource	ESOL End. Class 1	7/20/2020	8/1/2022
Cron	Jessica	Bashaw Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/19/2020	8/1/2022
Lockhart	Megan	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/19/2020	8/1/2022
Kelly	Debra	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/19/2020	8/1/2022
De Jesus	Ninotchka	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	6/29/2020	8/1/2019
Steiner	Kati	Oneco Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/4/2020	8/1/2021
Perez Valdez	Ruth	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1	5/17/2020	8/1/2019
Lima	Fernanda	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	2/10/2020	8/1/2017
Brooks	Josiah	Witt Elementary School	Tchr, Music, ES	ESOL End. Class 3	2/6/2020	8/1/2021
DePatie	Alison	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	1/28/2020	8/1/2021
Heasley	Cherie	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	1/22/2020	8/1/2021
Haushalter	Dawn	Lakewood Ranch High School	Tchr, ESOL Resource	ESOL End. Class 1	1/21/2020	8/1/2021
Addair	Caressa	Palm View K-8 School	Tchr, VE/SC	ESOL End. Class 1	1/15/2020	8/1/2021
Hubbard	Brett	Palma Sola Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	1/15/2020	8/1/2021
Azcui Cucci	Jillian	Jain Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	1/13/2020	8/1/2021
Moore	Peggy	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	1/8/2020	8/1/2020
Riccio	Christine	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	11/12/2019	8/1/2021
Bickford	Heidemarie	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	10/30/2019	8/1/2021
Winsor	Sara	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/11/2019	8/1/2021
Post	Kristy	Sugg Middle School	Tchr, Resource	ESOL End. Class 1	9/9/2019	8/1/2020
Baxter	Maurice	Horizons Academy	Tchr, Dropout Prevention, HS	ESOL End. Class 1	9/6/2019	8/1/2012
Pawlik	Lauren	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/29/2019	8/1/2021
Gibson	Dana	McNeal Elementary School	Tchr, Gifted	ESOL End. Class 1	8/29/2019	8/1/2018
Schabel	Kaytlynn	Prine Elementary School	Tchr, First Grade	ESOL End. Class 1	8/29/2019	8/1/2021
Mitchell	Raven	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/23/2019	8/1/2021
Rodgers	Laura	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/15/2019	8/1/2021
Thomas	Katrina	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/15/2019	8/1/2021
Fallgren	Regina	Tara Elementary School	Tchr, Gifted	ESOL End. Class 1	8/13/2019	8/1/2020
Dominguez	Olivia	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/12/2019	8/1/2021
Bagley	Katie	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/12/2019	8/1/2021
McCray	Juliette	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/7/2019	8/1/2021
Cardozo	Chelsea	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/5/2019	8/1/2021
Hardin	Kerri	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/5/2019	8/1/2021
Schroeder	Claire	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/5/2019	8/1/2021
Cartwright	Elizabeth	Southeast High School	Tchr, Reading, HS	ESOL End. Class 1	8/5/2019	8/1/2021
Vogt	Samantha	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/25/2019	8/1/2021
Boswell	Courtney	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/24/2019	8/1/2017
Baker	Matthew	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	7/22/2019	8/1/2021
Alvarado	Olga	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	7/22/2019	8/1/2021
Werneke	Teresa	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	7/18/2019	8/1/2021
Lentzke	Rose	Bayshore High School	Tchr, Reading, HS	ESOL End. Class 1	7/18/2019	8/1/2021
Barringer	Jeanne	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/18/2019	8/1/2021
Haacke	Karen	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	7/17/2019	8/1/2021
Navarra	Samara	Harvey Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/16/2019	8/1/2021
Slattery	Jennifer	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/16/2019	8/1/2021
Wilson	Paige	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/15/2019	8/1/2021
Stollar	Megan	Abel Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/12/2019	8/1/2021
Schultes	Ashley	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Ferreira	Rebecca	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/12/2019	8/1/2020
Ortega	Tabitha	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Davidson	Spirit	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	7/11/2019	8/1/2021
Lehman	Tracie	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/10/2019	8/1/2021
Rosenbaum	Kristina	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	7/10/2019	8/1/2019
Browning	Brenda	Braden River High School	Tchr, Intellctual Disabilities	ESOL End. Class 1	7/2/2019	8/1/2018

Ralston	Tammy	Braden River High School	Tchr, VE	ESOL End. Class 1	7/2/2019	1/20/2006
Webster	Kaila	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/2/2019	8/1/2021
Babakarkhil	Sakhi	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/2/2019	8/1/2021
Kingsley	Dana	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	ESOL End. Class 1	7/1/2019	8/1/2021
Nez	Rachel	Oneco Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	7/1/2019	8/1/2021
Miller	Cory	Horizons Academy	Tchr, Science, MS	ESOL End. Class 1	6/28/2019	6/1/2015
Carroll	Laura	Horizons Academy	Tchr, Reading, HS	ESOL End. Class 1	6/28/2019	1/1/2017
Kanai	Kazuki	Kinnan Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	6/28/2019	7/1/2010
Krakowski	Michelle	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	6/28/2019	8/1/2021
Galletta	Kimberly	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/27/2019	4/24/2020
D'Urso	Maureen	Palmetto High School	Tchr, VE	ESOL End. Class 1	6/27/2019	4/19/2011
Seiler	Tracy	Witt Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/27/2019	5/17/2021
Cannon	Angela	Witt Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/27/2019	8/1/2017
Fruchey	Samantha	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/26/2019	8/1/2018
Lyons	Kathleen	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	6/26/2019	7/1/2012
Gomez Ojeda	Arelys	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/25/2019	8/1/2021
Lane	Barbara	Freedom Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	6/24/2019	8/1/2021
Harshaw	Samantha	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	6/24/2019	8/1/2021
Lockhart	Ashley	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/24/2019	8/1/2021
Chabak	Donna	Bashaw Elementary School	Tchr, Intellctual Disabilities	ESOL End. Class 1	6/21/2019	8/1/2018
Gleason	Katie	Palm View K-8 School	Tchr, First Grade	ESOL End. Class 1	6/21/2019	12/14/2015
Ajani-Smith	Leonilla	Rogers Garden-Bullock ES	Tchr, Intellctual Disabilities	ESOL End. Class 1	6/21/2019	8/1/2015
Ramos Chesnik	Claudia	Rogers Garden-Bullock ES	Tchr, Fifth Grade	ESOL End. Class 1	6/21/2019	8/1/2019
Bixler	Kathleen	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	6/21/2019	8/1/2019
Candelora Baker	Nicole	Samoset Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/21/2019	7/1/2020
Jackson	Deelah	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/21/2019	8/1/2017
Mckellick	Amber	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/21/2019	8/1/2019
Dawson	Dianne	Samoset Elementary School	Tchr, First Grade	ESOL End. Class 1	6/20/2019	8/1/2021
Rulhe	Heather	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/19/2019	8/1/2018
Morris	Amy	Miller Elementary School	Tchr, VE	ESOL End. Class 1	6/19/2019	10/25/2007
Neri	Anna	Miller Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	6/19/2019	8/1/2017
Becker	Dawn	Miller Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/19/2019	8/1/2019
Holmes	Harold	Oneco Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	6/19/2019	8/1/2016
Wagstaff	Michele	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/19/2019	8/1/2019
Avila- Mangual	Adrianne	Southeast High School	Tchr, Mathematics, HS	ESOL End. Class 1	6/19/2019	8/1/2016
Mason	Debra	Tillman Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/19/2019	8/1/2014
Frederick	Donna	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	6/18/2019	8/1/2021
Holbrook	Colleen	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/17/2019	7/1/2013
Boyd	Malinda	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/17/2019	8/1/2019
McCarron	Aurora	Manatee Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/14/2019	8/1/2020
Watts	Noemi	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/14/2019	8/1/2016
Russin	Laura	Braden River High School	Tchr, ESOL Resource	ESOL End. Class 1	6/13/2019	8/21/1997
Givens	Phyllis	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	6/13/2019	8/1/2019
Bolyard	Kimberly	Manatee Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/13/2019	8/1/2019
Garcia	Frances	Blackburn Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2019
Scott-Atbashian	Larissa	Blackburn Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/12/2019	8/1/2017
Clark	Julie	Blackburn Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/12/2019	8/1/2018
Rambo	Christopher	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/12/2019	8/1/2014
Wardell	Amy	Gullett Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	6/12/2019	12/3/2002
Rueping	Melissa	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2016
Devriendt	Erin	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2016
Overby	Molly	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/12/2019	6/18/1998
Rumbaugh	Meghan	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2019
Shea	Julie	Gullett Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/12/2019	8/1/2019
Urban	Tiffany	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Baker	Sarah	Freedom Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/11/2019	8/1/2015
Noll	Adrienne	Freedom Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/11/2019	8/1/2018
Peterson	Lisa	Freedom Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/11/2019	8/1/2020
Kudelko	David	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/11/2019	8/1/2016
Jett	Sarah	Manatee Elementary School	Tchr, VE	ESOL End. Class 1	6/11/2019	8/1/2019
Hubley	Jennifer	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Frisbie	Jason	Willis Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	6/11/2019	8/1/2018
Collett	Dana	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Lynch	Sarah	Stewart Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/10/2019	4/26/2006

Wright	Kelly	Tara Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/10/2019	8/1/2017
Anderson	Megan	Tara Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/10/2019	8/1/2019
Boone	Jennie	Witt Elementary School	Tchr, First Grade	ESOL End. Class 1	6/10/2019	8/1/2021
Phillips	Kristen	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/7/2019	7/1/2010
Waldrop	Stephanie	Mills Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/7/2019	7/1/2015
Sirota	Leigh	Mills Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/7/2019	8/1/2018
Smith	Jennifer	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/7/2019	7/1/2018
Cline	Ka	Myakka Elementary School	Tchr, Music, ES	ESOL End. Class 1	6/7/2019	8/1/2017
Severo	Pamela	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	6/7/2019	8/1/2020
Mueller	Megan	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/7/2019	8/1/2017
Nickerson	Susan	Palmetto Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/7/2019	2/11/2012
Miller	Melanie	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/7/2019	8/1/2019
Keenan	Cara	McNeal Elementary School	Tchr, VE	ESOL End. Class 1	6/5/2019	7/1/2013
Peters	Tina	McNeal Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/5/2019	8/1/2019
Ingham	Gwyneth	McNeal Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/5/2019	7/1/2014
Gulbrandsen	Angela	McNeal Elementary School	Tchr, First Grade	ESOL End. Class 1	6/5/2019	8/1/2019
Dunlap	Lori	Freedom Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/4/2019	8/1/2018
Camarda	Heather	Kinnan Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/4/2019	8/1/2018
Jandula	Sommer	Kinnan Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/4/2019	8/1/2018
Merrill	Kendra	Kinnan Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/4/2019	8/1/2019
Comegno	Iris	Braden River Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/3/2019	8/1/2018
Cochran	Elizabeth	Braden River Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/3/2019	8/1/2019
Williams	Hannah	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/3/2019	8/1/2017
Balatoni	Albana	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	6/3/2019	8/1/2018
Padilla	Marisol	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/3/2019	8/1/2018
Ventling	Olivia	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/3/2019	8/1/2019
Nunemaker	Jessica	Manatee Elementary School	Tchr, Resource	ESOL End. Class 1	6/3/2019	8/1/2018
Walker	Angela	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	5/24/2019	8/1/2021
Moeller	Renee	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	5/22/2019	8/1/2019
Hayes	Ellie	Bayshore Elementary School	Tchr, VE	ESOL End. Class 1	5/22/2019	4/20/2009
Luck	Michelle	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	5/22/2019	8/1/2019
Graczyk	Alycia	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	5/22/2019	8/1/2019
Mcclone	Jillian	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	5/17/2019	5/8/2016
Anderson	Heather	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/17/2019	6/12/2014
Kelly	Ann	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	5/15/2019	8/1/2018
Winston	Lora	Haile Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	5/15/2019	8/4/2017
Lovewell	Chad	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	5/15/2019	6/7/2012
Phillips	Erika	Johnson K-8 Sch of Int Studies	Tchr, World Language, MS	ESOL End. Class 1	5/15/2019	5/30/2004
Hinton	Renee	Nolan Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/14/2019	6/24/2005
Baker	Pamela	Palm View K-8 School	Tchr, Social Studies, MS	ESOL End. Class 1	5/14/2019	3/13/2016
Palmiere	Kelly	Braden River Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/13/2019	5/2/2003
Bowers	Ann	Braden River Middle School	Tchr, Reading, MS	ESOL End. Class 1	5/13/2019	8/1/2012
Dacosta	Maria	Braden River Middle School	Tchr, ESOL Resource, MS	ESOL End. Class 1	5/13/2019	12/6/2000
Fluellen-Reitwiesner	Regina	Jain Middle School	Tchr, VE	ESOL End. Class 1	5/13/2019	12/5/2016
Perkins	Sonja	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	ESOL End. Class 1	5/13/2019	5/23/1998
Grant	Jennifer	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/13/2019	12/14/2015
Hustedt	Linda	Lee Middle School	Tchr, VE	ESOL End. Class 1	5/13/2019	8/1/2019
Mckenzie	Stephanie	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	5/9/2019	8/1/2019
Tillett	Julie	Palmetto High School	Tchr, Agriculture/Nat Resrcs	ESOL End. Class 1	5/9/2019	6/1/2001
Norman-Webb	Michelle	Southeast High School	Tchr, Music, HS	ESOL End. Class 1	5/9/2019	1/19/2011
Melo Espinosa	Saharai	Southeast High School	Tchr, World Language, HS	ESOL End. Class 1	5/9/2019	8/1/2019
Odell	Keltie	Manatee High School	Tchr, VE	ESOL End. Class 1	5/8/2019	8/1/2007
Babroski	Angela	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/8/2019	8/1/2009
Gilbert	William	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/8/2019	8/1/2018
Lamar	Amber	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Boggs	Olivia	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Barquero Diaz	Lillian	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	5/7/2019	2/20/2013
Hart	Vera	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2016
Moss	Shana	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2018
Dain	Allison	Braden River High School	Tchr, Reading, HS	ESOL End. Class 1	5/7/2019	5/27/2014
Aadson	Tatyana	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	5/7/2019	8/1/2007
Paternostro	Nicole	Parrish Community High School	Tchr, VE	ESOL End. Class 1	5/7/2019	8/1/2019
Small	Tyler	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Cummins	Anthony	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	4/3/2019	8/1/2013

Bizek	Sara	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	4/3/2019	8/1/2013
Cromartie-Pindell	Doris	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/28/2019	8/1/2019
Gardini	Elizabeth	Abel Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	2/4/2019	8/1/2020
Stevens	Samantha	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/30/2019	8/1/2017
Jones	Kimberly	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/30/2019	8/1/2019
Jackson	Brandi	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	12/19/2018	8/1/2021
Springer	Stephanie	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	12/12/2018	8/1/2020
Royer	Madison	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	12/3/2018	8/1/2020
Clark	William	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	11/13/2018	8/1/2020
Torregrosa	Chelsea	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	11/7/2018	8/1/2020
Cruz De Diego	Maria	Ballard Elementary School	Tchr, Resource	ESOL End. Class 1	10/31/2018	8/1/2020
Santiago	Loida	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	10/10/2018	8/1/2020
Ruiz	Justin	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	10/4/2018	8/1/2020
Schmitz	Lucas	Palma Sola Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/24/2018	8/1/2020
Tschiember	Darlene	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/24/2018	8/1/2020
Wikstrom	Kristin	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/20/2018	8/1/2020
Barnhard	Amy	Rogers Garden-Bullock ES	Tchr, Third Grade	ESOL End. Class 1	9/20/2018	8/1/2020
Pena	Olga	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2018	8/1/2017
Denny	Rachel	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/10/2018	8/1/2020
Roche	Rita	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/7/2018	8/1/2020
Tucker	Janele	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
VanSkiver	Wendy	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Brondyke	Sarah	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Hirshman	Emily	Horizons Academy	Tchr, Other Classroom	ESOL End. Class 1	9/5/2018	8/1/2020
Winfield	Meigan	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/5/2018	8/1/2020
Walker	Tasha	Mills Elementary School	Tchr, VE/SC	ESOL End. Class 5	9/5/2018	8/1/2022
Stanford	Allyson	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/5/2018	8/1/2020
Watts	Ali	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Zinzi	Nathan	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/5/2018	8/1/2020
Ludlum	Kathy	Abel Elementary School	Tchr, Resource	ESOL End. Class 1	9/4/2018	8/1/2020
Reed	Melissa	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/4/2018	8/1/2020
Peters	David	Harvey Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/31/2018	8/1/2020
Saldivar	Kristin	Oneco Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/31/2018	8/1/2020
Sneed	Nicole	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/31/2018	8/1/2020
Salem Tomaselli	Sarah Elizabeth	Samoset Elementary School	Tchr, Resource	ESOL End. Class 1	8/31/2018	8/1/2020
Bernhardt	Michelle	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/30/2018	8/1/2020
Sandberg	Sarah	King Middle School	Tchr, VE	ESOL End. Class 1	8/29/2018	8/1/2020
Bean	Sophie	King Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/27/2018	8/1/2020
Mayoral	Melissa	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/24/2018	8/1/2020
Llamas	Jacqueline	Braden River Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/24/2018	8/1/2020
McGoldrick	Alyssa	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/24/2018	8/1/2020
Brooks	Lisa	Willis Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/24/2018	8/1/2020
Fontaine	Francine	King Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/23/2018	8/1/2020
Petrucci	Laura	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/22/2018	8/1/2020
Pinckney	Lesley	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/22/2018	8/1/2020
Gump	Tracey	Abel Elementary School	Tchr, VE	ESOL End. Class 1	8/21/2018	8/1/2020
Pond	Kelli	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/21/2018	8/1/2020
Erby	Lisa	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/21/2018	8/1/2019
Haun	Sarah	Blackburn Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/21/2018	8/1/2020
Hosker	Jeanne	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/21/2018	8/1/2019
Carenza	Kimberly	Haile Middle School	Tchr, VE	ESOL End. Class 1	8/21/2018	8/1/2019
Hale	Anne	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/21/2018	8/1/2020
Hughes	Holley	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/21/2018	8/1/2019
Thomas	Sheree	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2018	8/1/2018

OOF Reading 7.26.2022 BM						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
Goodwin	Emily	Abel Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Shaw	Linda	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Phillips	Ashley	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Miraglia	Ariana	Rogers Garden-Bullock ES	Tchr, Third Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Humphrey	Rebecca	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Stoddart	Donna	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Platt	Dawn	Samoset Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Crowley	Susan	Samoset Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Bue	Jennifer	Samoset Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Crosby	Lauren	Prine Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Allen	Brigitte	Prine Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Babakarkhil	Jessica	Prine Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Arms	Monica	Prine Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Kerney	Kaitlinn	Prine Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bulfin	Cheryl	Witt Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bice	Cheryl	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Brack	Elizabeth	Witt Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Trivedi	Palak	Witt Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Houston	Amanda	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/19/2020	11/1/2021
Wilder	Kim	Witt Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Burke	Catherine	Witt Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Shilling	Michelle	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Cadle	Mryia	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/19/2020	11/1/2021
Spence	Lesley	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Cardenas	Cynthia	Oneco Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Pollard	Sharran	Oneco Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Chapelle	Nequita	Palma Sola Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Garcia	Rebecca	Palma Sola Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Rosario	Paula	Palmetto Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Averso	Dylan	Palmetto Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Sharp	Ellie	Palmetto Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
White	Charlie	Palmetto Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/18/2020	11/1/2021
Lagasse	Elizabeth	Palmetto Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/18/2020	11/1/2021
Ballenger	Byron	Palmetto Elementary School	Tchr, Physical Educ, ES	Reading Endorsement Class 1	11/18/2020	11/1/2021
Ujvari	Adrienn	Palmetto Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Stockton	Sarah	Miller Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Andersen	Leslie	Mills Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Dominis	Jenny	Moody Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Grant	Kimberly	Moody Elementary School	Tchr, Combination, ES Grds	Reading Endorsement Class 1	11/17/2020	11/1/2021
Keen	Christine	Myakka Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Sailer	Laura	Myakka Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Sutherland	Angela	Myakka Elementary School	Tchr, Art, ES	Reading Endorsement Class 1	11/17/2020	11/1/2021
Holt	Jessica	Oneco Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Brendel	Bobbi	Oneco Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Gruwell	Lorena	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/17/2020	11/1/2021
Engram	Lisa	Manatee Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Lardas	Stephan	Manatee Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Vazquez	Jessica	Manatee Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Pierre	Dawn	Manatee Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/13/2020	11/1/2021
Chapman	Kristen	McNeal Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/13/2020	11/1/2021
Laport	Lisa	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Freeman	Stacy	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Hughes	Angela	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Germer	Jeannine	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Dubendorf	Michelle	McNeal Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Samson	Jodi	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Gregory	Sara	McNeal Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Pippin	Stephen	McNeal Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Swartling	Melinda	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Bertrand	Amanda	McNeal Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/13/2020	11/1/2021
Smith	Elizabeth	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Brand	Rose	McNeal Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Berninger	Andrea	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021

France	Brijet	Miller Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Beckner	Tracy	Miller Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Compton	Kathryn	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/13/2020	11/1/2019
Brady	Deborah	Miller Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Lindenauer	Lourdes	Miller Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Sanborn	Kelli	Freedom Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Watts	Ruth	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Galbraith	Jessica	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Wilson	Ariane	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Wilson	Eugena	Freedom Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Engelberger	Kristie	Freedom Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Carson	Ashley	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Rogers	Christina	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Kiker	Kari	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Mcdaniel	Rebecca	Gullett Elementary School	Tchr, Gifted	Reading Endorsement Class 1	11/10/2020	11/1/2021
Holloway	Jackie	Gullett Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Turner	Rhonda	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Harp	Sarah	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Whitfield	Kelli	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Gyure	Adrienne	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Peterson	Hope	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Enrique	Samantha	Gullett Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Miller	Ashlee	Gullett Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Gil	Katherine	Gullett Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Byrne	Karin	Gullett Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Peebles	Elizabeth	Kinnan Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Hixson	Yovary	Kinnan Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Bishop	Kathleen	Blackburn Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2020
Gray	Donna	Blackburn Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Earnest	Megan	Braden River Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Dragon	Heather	Braden River Elementary School	Tchr, Combination, ES Grds	Reading Endorsement Class 1	11/9/2020	11/1/2021
Bertsch	Alison	Braden River Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Walker	Amber	Braden River Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Cappiello	Xiomara	Braden River Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Kil	Wendy	Braden River Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Keller	Erika	Daughtrey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Lewis	Jenna	Gullett Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Rzepa	Michele	Harvey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Wetherson	Mitchell	Bayshore Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/6/2020	11/1/2021
Bednarz	Jewell	Abel Elementary School	Tchr, VE	Reading Endorsement Class 1	11/5/2020	11/1/2019
Kerwin	Sandra	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	Reading Endorsement Class 1	11/5/2020	11/1/2021
Murphy	Judy	Johnson K-8 Sch of Int Studies	Tchr, First Grade	Reading Endorsement Class 2	11/5/2020	11/1/2021
Newsome	Gwendolyn	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/5/2020	11/1/2021
Leverenz-Pikulski	Debra	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/5/2020	11/1/2021
Green	April	Palm View K-8 School	Tchr, Third Grade	Reading Endorsement Class 1	11/5/2020	11/1/2021
French	Sharon	Samoset Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/5/2020	11/1/2021
Mccoy	Vivian	Braden River Middle School	Tchr, Science, MS	Reading Endorsement Class 1	9/29/2020	9/21/2021
Spisak	Stephen	Buffalo Creek Middle School	Tchr, Social Studies, MS	Reading Endorsement Class 1	7/23/2020	5/31/2021

AGENDA ITEM NO. 10.38

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Waivers of the Manatee Education Association (MEA) Collective Bargaining Agreement

Executive Summary
The following schools have requested a waiver of the Manatee Education Association's (MEA) Collective Bargaining Agreement in compliance with Article I - Purpose, Section 2 - Waivers to Contract Language. The MEA Executive Board has approved the 2022-2023 school year waivers.

Waivers Approved by the MEA Board for 2022-2023:
- Gullett Elementary - Team Leader Supplement

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Equitable Recruitment & Retention | Goal 1
Recruit the most qualified, diverse and motivated staff.

Equitable Recruitment & Retention | Goal 2
Improve teacher and other employee retention rates.

Recommendation
The Superintendent recommends approval of the waiver(s) of the Manatee Education Association (MEA) Collective Bargaining Agreement.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Doug Wagner

Attachments:
Waiver Gullett ES Team Leader Supplement 7.26.2022

Smith, Deborah

From: Manatee Education Association
Sent: Tuesday, July 12, 2022 12:18 PM
To: Raynor, Melissa; Richardson, Todd
Cc: mimi.janotka@floridaea.org; Peregoff, Donna; Smith, Deborah
Subject: Gullett's Waiver Request

Good Afternoon,
The purpose of this email is to notify you of the MEA Executive Board's approval of the Gullett teachers' request for a waiver of Article XII, Section 2, Appendix B, G, Team Leaders.

Please be advised that this approval is for the 2022-2023 work year only.

I have copied Donna Peregoff in HR, so this item can be placed on the next School Board agenda for their approval also.

Please let me know if any questions.

Pat
Manatee Education Association
1523 6th Avenue West, Suite G-1
Bradenton, FL 34205
(941)747-5091
(941)746-9355 Fax
www.manateeea.org
www.facebook.com/manateeea
Find our members-only Facebook group - search 'MEA Members'
MEA office hours: M-Th 8:30 - 5:00; F 8:30 - 4:00
SOLIDARITY. SECURITY. SAVINGS.
#FundOurFutureFL

"Florida has a very broad Public Records Law. Virtually all written communications to or from School District Personnel are public records available to the public and media upon request. E-mail sent or received on the School District system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law."

DOCUMENTATION FOR REQUEST TO WAIVE CONTRACT LANGUAGE

OF MASTER CONTRACT BETWEEN

MANATEE EDUCATION ASSOCIATION AND

SCHOOL BOARD OF MANATEE COUNTY

School requesting waiver: B. D. Gullett Elementary

1. Briefly describe the plan and explain why a contract waiver is needed:

We currently are funded for 6 Team Leader supplements. Considering the size of our teams, we would like to stretch the supplement to cover 8 so that the Specials team may be represented. The current supplement is $1165 per team leader. By dividing the pot ($16990) by 8 team leaders the supplement would be approximately $873.75 per team leader.

2. Section of contract for which waiver is requested:

Appendix
~~ARTICLE~~ B, SECTION G

TEXT: Team Leaders - 10 month $1,165

3. Date faculty meeting presentation of plan was made: 5/16/22

Documentation to Request Waiver of Contract Language, Cont'd

School: B.D. Gullett Elementary

4. Date written copy of contract language was distributed to faculty: 5/16/22

5. Date secret ballot election was held: 5/17 - 5/20/22

6. Vote certification:

a.	Number of full-time teachers:	69
b.	Number of ballots cast:	66
c.	Number voting to request waiver:	65
d.	Number voting not to request waiver:	1

Name	Position
Todd Richardson	Principal
Melissa Raynor	MEA Bldg. Rep.
Ann Davis	Senior Secretary

7. My signature indicates I am certifying the procedure for requesting waivers in ~~ARTICLE~~ Appendix B, SECTION 6 was followed at B.D. Gullett Elementary.
School

Principal

MEA Building Representative

AGENDA ITEM NO. 10.39

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Revisions of the Job Description and Position of Manager, Live Video Production

Executive Summary
The qualifications and the pay grade of the Manager, Live Production job description were revised.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Equitable Recruitment & Retention | Goal 1
Recruit the most qualified, diverse and motivated staff.

Recommendation
The Superintendent recommends approval of the revisions of the job description and position of Manager, Live Video Production.

Financial Impact
The salary range for this position is from $53,422,691 to $91,733, plus benefits, and is included in the proposed budget for the 2022-2023 school year.

Contact
Submitting Department: Human Resources
Initiated By: Doug Wagner

Attachments:
62022 Instructional TV Pgm Specialist [Manager Live Video Production] - Redline
62022 Instructional TV Pgm Specialist [Manager Live Video Production] - Clean

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: MANAGER, LIVE VIDEO PRODUCTION
State Title: Instructional Television Program Specialist
JOB DESCRIPTION

JOB GOAL:
To acquire, prepare, and produce live/live to tape programming for broadcast and classroom use. Assist to increase competency and use of effective television technology with students and instructional staff.

QUALIFICATIONS:
1. Bachelor's Degree from an accredited educational institution in Communications, Broadcast Television Production, Film Production, or related field~~; and~~ preferred.
2. Minimum of five (5) years' experience in Video Production, Broadcasting, or film.
3. Valid Florida Driver's License.

KNOWLEDGE, SKILLS AND ABILITIES:
Extensive knowledge of live multi camera video production. Strong understanding of live video production. Ability to use live broadcast equipment (switchers, character generators, audio mixers, EFP Cameras). Knowledge of the placement of cameras, microphones, and production equipment for live video productions. Pre-record and ready all necessary audio/video materials to be used during live production. Ability to direct/technical direct production. Ability to utilize relative computer equipment, instructional software, broadcast equipment, and post-production technology. Ability to coach/train students on filming live video productions including performances, sports and events. 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 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. 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.
2. Provide training in the use of equipment as used in the classroom.
3. Create Schedules, Rundowns, and other Pre-production documents for live video productions.
4. Communicate with team members to provide high quality programs.
5. Collaborate with team members for interesting and informative programs.
6. Monitor equipment condition and requisition repairs as needed.
7. Utilize live video production equipment (Tricaster, Blackmagic, Broadcast Pix) to broadcast events live on Manatee Schools Television and other online platforms.
8. Understanding of SRT video transmission equipment and connection to live streaming platforms.
9. Edit video on nonlinear equipment.
10. Demonstrate initiative in the performance of assigned responsibilities.
11. 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 as directed.
12. Strong visual storyteller with an understanding of NPPA style.
13. Collaborate with team members for informative and entertaining programs.
14. Produce promotional spots for the channels related to programming, public service announcements and District events.
15. Assist in programming and controlling playout servers.
16. Keep the Supervisor up to date on issues and concerns.

17. Assist the supervisor in designing marketing plan and distribution of marketing materials.
18. Assist the supervisor in researching customer needs and creating a programming plan to fulfill the cable strategic plan.
19. Assist the supervisor in community outreach, presentations and building viewership.
20. Maintain positive relationships with students, staff, and vendors.
21. Communicate effectively with students, staff, and vendors.
22. Follow all School Board policies, rules, and regulations.
23. Demonstrate support for the School District and its goals and priorities.
24. Follow attendance, punctuality, and proper dress rules.
25. Ensure adherence to good safety standards.
26. Maintain confidentiality regarding school/workplace matters.
27. Exhibit interpersonal skills to work as an effective team member.
28. Model and maintain high ethical standards.
29. Represent the district in a positive and professional manner.
30. Demonstrate initiative in the performance of assigned responsibilities.
31. Respond to inquiries and concerns in a timely manner.
32. Keep supervisor informed of potential problems or unusual events.
33. Prepare all required reports and maintain all appropriate records.
34. Participate successfully in the training programs offered to increase skill and proficiency related to assignment.
35. Review current developments, literature and technical sources of information related to job responsibility.
36. Perform other tasks consistent with the goals and objectives of this position.
37. Weekly work schedule will be determined based off event schedule. This will include nights and weekends.
38. 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.

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:
06/14/2022

Revised:

SALARY SCHEDULE: SAMP
PAY GRADE: D0~~9~~8
SHORT TITLE: INM027
STATE JOB CODE: 62022

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: MANAGER, LIVE VIDEO PRODUCTION
State Title: Instructional Television Program Specialist
JOB DESCRIPTION

JOB GOAL:
To acquire, prepare, and produce live/live to tape programming for broadcast and classroom use. Assist to increase competency and use of effective television technology with students and instructional staff.

QUALIFICATIONS:
1. Bachelor's Degree from an accredited educational institution in Communications, Broadcast Television Production, Film Production, or related field preferred.
2. Minimum of five (5) years' experience in Video Production, Broadcasting, or film.
3. Valid Florida Driver's License.

KNOWLEDGE, SKILLS AND ABILITIES:
Extensive knowledge of live multi camera video production. Strong understanding of live video production. Ability to use live broadcast equipment (switchers, character generators, audio mixers, EFP Cameras). Knowledge of the placement of cameras, microphones, and production equipment for live video productions. Pre-record and ready all necessary audio/video materials to be used during live production. Ability to direct/technical direct production. Ability to utilize relative computer equipment, instructional software, broadcast equipment, and post-production technology. Ability to coach/train students on filming live video productions including performances, sports and events. 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 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:
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19. Assist the supervisor in community outreach, presentations and building viewership.
20. Maintain positive relationships with students, staff, and vendors.
21. Communicate effectively with students, staff, and vendors.
22. Follow all School Board policies, rules, and regulations.
23. Demonstrate support for the School District and its goals and priorities.
24. Follow attendance, punctuality, and proper dress rules.
25. Ensure adherence to good safety standards.
26. Maintain confidentiality regarding school/workplace matters.
27. Exhibit interpersonal skills to work as an effective team member.
28. Model and maintain high ethical standards.
29. Represent the district in a positive and professional manner.
30. Demonstrate initiative in the performance of assigned responsibilities.
31. Respond to inquiries and concerns in a timely manner.
32. Keep supervisor informed of potential problems or unusual events.
33. Prepare all required reports and maintain all appropriate records.
34. Participate successfully in the training programs offered to increase skill and proficiency related to assignment.
35. Review current developments, literature and technical sources of information related to job responsibility.
36. Perform other tasks consistent with the goals and objectives of this position.
37. Weekly work schedule will be determined based off event schedule. This will include nights and weekends.
38. 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.

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:
06/14/2022

Revised:
TBD

SALARY SCHEDULE: SAMP
PAY GRADE: D08
SHORT TITLE: INM027
STATE JOB CODE: 62022

AGENDA ITEM NO. 10.40

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Reclassification of Senior Financial Analyst to Financial Analyst

Executive Summary
The reclassification of the Senior Financial Analyst job description and position includes changes to the title, qualifications, performance responsibilities, and pay grade. The reclassification is needed to align position with changes in job responsibilities. The new pay grade for this position is one level down from D10 to D09 on the SAMP Salary Schedule.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Equitable Recruitment & Retention | Goal 1
Recruit the most qualified, diverse and motivated staff.

Recommendation
The Superintendent recommends the approval of the reclassification of Senior Financial Analyst to Financial Analyst.

Financial Impact
The salary range for the position is from $56,691 to $97,090, plus benefits and is included in the budget for 2022-2023 school year.

Contact
Submitting Department: Human Resources
Initiated By: Doug Wagner

Attachments:
75013 Manager Fiscal FIS049 Senior Financial Analyst - Redlined
75013 Manager Fiscal FIS049 Senior Financial Analyst - Clean

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: ~~SENIOR~~ FINANCIAL ANALYST
State Title: Manager, Fiscal
JOB DESCRIPTION

JOB GOAL:
To drive District financial transparency, by serving as a liaison between Finance/Budget, the Board, senior leadership, District staff, committees, and the community. Ensure effective, timely communication between all stakeholders, and work with Finance and Budget to address concerns.

QUALIFICATIONS:
1. Bachelor's Degree from an accredited college or university in finance or accounting.
2. ~~Five (5)~~ Three (3) years progressively responsible professional business experience related to accounting.
3. ~~Certified Public Accounting license preferred.~~
4.3. Comparable amount of education, training, and/or experience may be substituted for minimum qualifications.

KNOWLEDGE, SKILLS AND ABILITIES:
Knowledge of generally accepted accounting principles, laws and administrative policies governing school financial practices and procedures. Knowledge of modern office practices, standard office and accounting equipment and procedures, auditing procedures, and treasury management. Ability to perform financial planning and to advise superiors of the formulation of fiscal policies. Ability to prepare complex, intricate, financial reports and budgets. Ability to develop spreadsheet applications on personal computers. Ability to analyze, interpret and use data in decision making. Knowledge of the school district. Ability to communicate effectively and clearly, both orally and in writing. Ability to organize and prioritize. Ability to interact effectively with District and School personnel. Ability to work independently. Strong analytical skills. Ability to meet deadlines with time constraints. Ability to exercise independent judgment to make decisions.

REPORTS TO:
~~Chief Financial Officer~~ Director of Finance

SUPERVISES:
Staff as assigned

PERFORMANCE RESPONSIBILITIES:
1. Serve as a liaison between the Finance/Budget Departments, the School Board, senior leadership, District staff, committees, and the community,
2. Serve as a liaison between auditors and District divisions to ensure open communication and cooperation.
2.3. Monitor referendum expenditures and keep administrators current regarding compliance, spending levels and budget activity; monitor and approve program funding transfers as assigned. And assure expenditures are charged against proper accounts
3. ~~Coordinates the annual external financial and compliance audits, as well as other audits.~~
4. Review and analyze financial reports, including the Annual Financial Report.
5. Ensure financial reporting conforms to various internal and external reporting requirements. Recommends best practices and transparency improvements as appropriate.
6. Make presentations to ~~the School Board,~~ senior leadership, and committees, regarding the referendum budget, unexpected expenditures, and other factors affecting the financial affairs of the School District.
7. ~~Review all board agenda items for financial impacts. Prepare financial impact reports to determine whether the items are contained in the applicable budget or require a recommendation to the Board for additional appropriations.~~
8.7. ~~Effectively communicate the financial infrastructure of the School Board to all stakeholders (i.e. parents, staff, committees, and community members/business leaders~~).
9.8. Responsible for planning, coordinating, monitoring, evaluating and recommending improvements to the District's financial and business services, including policies, procedures and processes.
10.9. ~~Monitor compliance with legal requirements related to the District's budget to include TRIM legislation.~~

~~11.~~10. Monitor actual expenditures against current budget to prevent deficit from occurring.
~~12.~~11. Review financial data and reports from charter schools.
~~13.~~12. Analyze impact of various school funding proposals and formulas as developed by the Florida legislature and federal government.
~~14.~~13. Prepare Statistical and analytical reports for administrators as requested.
~~15.~~14. Perform monthly revenue analysis and projection to facilitate accurate budgetary forecasting.
~~16.~~15. Perform a monthly reserve fund analysis.
~~17.~~16. Keep the CFO, Director of Finance, and Director of Budget informed of potential problems or unusual events.
~~18.~~17. Provide the Superintendent, CFO, School Board, and staff with information pertinent to planning, developing, and monitoring the budget and other financial information.
~~19.~~18. Advise the CFO on fiscal and organizational matters, and formulate management strategies as needed for policy decisions
~~20.~~19. Assist in the preparation and updating of budget guidelines for the District annually.
~~21.~~20. Assist in the interpretation of District policies, state and federal laws and financial regulations to keep staff and the community informed.
~~22.~~21. Assist in planning and implementing the District's goals and strategic commitments.
~~23.~~22. *Attend training sessions, conferences, and workshops to keep abreast of current practices, programs and legal issues.
~~24.~~23. Set high standards and expectations and promote professional growth for self and others.
~~25.~~24. Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment actions.
~~26.~~25. Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.
~~27.~~26. Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.
~~28.~~27. Perform other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects. Traveling in personal car from school to school on an itinerant schedule.

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:
06/12/2018

Revised:
06/12/2018
TBD

SALARY SCHEDULE: SAMP
PAY GRADE~~: D10~~ D09
SHORT TITLE: FIS049
STATE JOB CODE: 75013

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: FINANCIAL ANALYST
State Title: Manager, Fiscal
JOB DESCRIPTION

JOB GOAL:
To drive District financial transparency, by serving as a liaison between Finance/Budget, the Board, senior leadership, District staff, committees, and the community. Ensure effective, timely communication between all stakeholders, and work with Finance and Budget to address concerns.

QUALIFICATIONS:
1. Bachelor's Degree from an accredited college or university in finance or accounting.
2. Three (3) years progressively responsible professional business experience related to accounting.
3. Comparable amount of education, training, and/or experience may be substituted for minimum qualifications.

KNOWLEDGE, SKILLS AND ABILITIES:
Knowledge of generally accepted accounting principles, laws and administrative policies governing school financial practices and procedures. Knowledge of modern office practices, standard office and accounting equipment and procedures, auditing procedures, and treasury management. Ability to perform financial planning and to advise superiors of the formulation of fiscal policies. Ability to prepare complex, intricate, financial reports and budgets. Ability to develop spreadsheet applications on personal computers. Ability to analyze, interpret and use data in decision making. Knowledge of the school district. Ability to communicate effectively and clearly, both orally and in writing. Ability to organize and prioritize. Ability to interact effectively with District and School personnel. Ability to work independently. Strong analytical skills. Ability to meet deadlines with time constraints. Ability to exercise independent judgment to make decisions.

REPORTS TO:
Director of Finance

SUPERVISES:
Staff as assigned

PERFORMANCE RESPONSIBILITIES:
1. Serve as a liaison between the Finance/Budget Departments, the School Board, senior leadership, District staff, committees, and the community,
2. Serve as a liaison between auditors and District divisions to ensure open communication and cooperation.
3. Monitor referendum expenditures and keep administrators current regarding compliance, spending levels and budget activity; monitor and approve program funding transfers as assigned. And assure expenditures are charged against proper accounts
4. Review and analyze financial reports, including the Annual Financial Report.
5. Ensure financial reporting conforms to various internal and external reporting requirements. Recommends best practices and transparency improvements as appropriate.
6. Make presentations to senior leadership, and committees, regarding the referendum budget, unexpected expenditures, and other factors affecting the financial affairs of the School District.
7.).
8. Responsible for planning, coordinating, monitoring, evaluating and recommending improvements to the District's financial and business services, including policies, procedures and processes.
9.
10. Monitor actual expenditures against current budget to prevent deficit from occurring.
11. Review financial data and reports from charter schools.
12. Analyze impact of various school funding proposals and formulas as developed by the Florida legislature and federal government.
13. Prepare Statistical and analytical reports for administrators as requested.
14. Perform monthly revenue analysis and projection to facilitate accurate budgetary forecasting.
15. Perform a monthly reserve fund analysis.

16. Keep the CFO, Director of Finance, and Director of Budget informed of potential problems or unusual events.
17. Provide the Superintendent, CFO, School Board, and staff with information pertinent to planning, developing, and monitoring the budget and other financial information.
18. Advise the CFO on fiscal and organizational matters, and formulate management strategies as needed for policy decisions
19. Assist in the preparation and updating of budget guidelines for the District annually.
20. Assist in the interpretation of District policies, state and federal laws and financial regulations to keep staff and the community informed.
21. Assist in planning and implementing the District's goals and strategic commitments.
22. *Attend training sessions, conferences, and workshops to keep abreast of current practices, programs and legal issues.
23. Set high standards and expectations and promote professional growth for self and others.
24. Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment actions.
25. Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.
26. Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.
27. Perform other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects. Traveling in personal car from school to school on an itinerant schedule.

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:
06/12/2018

Revised:
06/12/2018
TBD

SALARY SCHEDULE: SAMP
PAY GRADE D09
SHORT TITLE: FIS049
STATE JOB CODE: 75013

AGENDA ITEM NO. 10.41

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Settlement of Workers Compensation Claim (Shade June 23, 2022)

Executive Summary
Ms. Emily Mastrobattisto suffered a compensable injury on December 13, 2021. She is represented by counsel. The plaintiff's counsel has agreed to a settlement in the amount of $25,000.00, in exchange for a General Release of all claims.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Safety | Goal 1
Increase the number of best practices, resources and evidence-based approaches in the areas of school climate and safety across all district campuses and buildings.

Recommendation
The Superintendent recommends approval of settlement of Workers Compensation claims for Ms. Emily Mastrobattisto, not to exceed $25,000.00.

Financial Impact
The cost to implement this agenda item will be $25,000.00. The funding source for this expenditure is Risk Management Claims Expense and is included in the Risk Management Department's proposed budget for 2022-2023.

Contact
Submitting Department: Risk Management
Initiated By: Bill Kelley

AGENDA ITEM NO. 10.42

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the First Amendment to the Memorandum of Understanding (MOU) that Created a Community Partnership School at Manatee Elementary School, and now Adding Daughtrey Elementary School and a New Partner, as well as Extending the Agreement

Executive Summary
This is a First Amendment to the Memorandum of Understanding (MOU) between The School District of Manatee County, Children's Home Society of Florida, MCR Health, Inc., and The University of South Florida Board of Trustees, that created Manatee County School District's first Community Based Partnership School at Manatee Elementary School.

It is the express desire of all Community Partners to now add Daughtrey Elementary School as a Second Community Partnership School. The existing partners also desire to also add the Boys & Girls Club, Inc., as an additional "Partner". All "Partners" have also agreed to now extend the term of the agreement for a period of ten (10) years – to now expire on June 30, 2032.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Inclusive Culture & Engagement | Goal 1
Create a cultural commitment for improving service at all levels of the school district for internal and external customers.

Recommendation
Motion and Approval of the First Amendment to the Memorandum of Understanding (MOU) that created a Community Partnership School at Manatee Elementary School, and now adding Daughtrey Elementary School and a new Partner, as well as extending the agreement.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Legal
Initiated by: Mitchell Teitelbaum

Attachments:
Attachment Manatee Elementary CPS MOU - fully executed.pdf
Attachment First Amendment to MOU adding Daughtrey Elementary and Boys and Girls Club Signed.pdf

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CHILDREN'S HOME SOCIETY OF FLORIDA, (CHS)

THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA, (SDMC),

MCR HEALTH, INC. (MCR)

AND

UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, A PUBLIC BODY CORPORATE (USF)

This Memorandum of Understanding (the "Agreement") made and entered by and between the Children's Home Society of Florida, hereinafter referred to as "CHS", The School District of Manatee County Florida, hereinafter referred to as "SDMC", and MCRH Health, Inc., hereinafter referred to as "MCR", and The University of South Florida Board of Trustees, a public body corporate, on behalf of its Sarasota-Manatee campus, hereinafter referred to as "USF". The group shall collectively be referred to as the "Partners". This Agreement shall be effective as of January 1, 2020 (the "Effective Date").

In consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each party, the parties intending to be legally bound, hereby agree as follows:

1. GENERAL SCOPE OF THIS AGREEMENT

This Agreement shall set forth the responsibilities and obligations of each party in the establishment and operation of Manatee Elementary School in Manatee County, Florida ("Manatee El") as a Community Partnership School.

2. OBLIGATIONS OF CHS

CHS agrees that it shall:

A. Engage and employ the individual to serve as the Community Partnership School™ Director ("Director"). The Director shall:

   i. Meet on a regular basis with the principal or designee to review programs and extended learning opportunities and coordinate facility usage.
   ii. Supervise CHS employees that are funded through grants or various resources to support the community partnership school project.

iii. Work closely with all the above Partners to fulfill CHS' obligations under this Agreement.
iv. Perform other duties as assigned by CHS or agreed to by the Partners in furtherance of this Agreement.

B. Pursue the provision of a wide spectrum of wellness services and activities as well as after school activities appropriate to the student population attending Manatee El.

C. Seek out other partners, in coordination with SDMC that can be engaged in order to make useful contributions to Manatee El as a Community Partnership School™.

D. Seek out other resources, in coordination with SDMC, within the community which can be deployed at Manatee El in order to benefit the student population as well as the surrounding community.

E. Secure and maintain at all times during the term of this Agreement, at CHS' sole expense, comprehensive general liability insurance in an amount not less than $1,000,000 with limits for bodily injury and property damage combined in the amount of $100,000 per person, $200,000 per occurrence, with a reputable and financially viable insurance carrier. SDMC and USF shall be named as an additional insured on the general liability policy. Such insurance shall not be cancelable except upon thirty (30) days written notice to SDMC. CHS shall provide SDMC with a certificate evidencing such insurance coverage and agrees to notify SDMC immediately of any material change in any insurance policy required to be maintained by CHS hereunder.

F. Maintain, in coordination with MCR, a daily log of visitors and staff to track the utilization of MCR.

G. Continue to collaborate with the Partners to this Agreement with regard to the potential expansion of services and benefits to the student population and population of the surrounding community through, at a minimum, the completion of a community needs assessment.

H. A Community Leadership Council comprised of community members will represent the voice of the community. This Community Leadership Council will meet on a regular basis to review the progress of the Community Partnership School™.

I. Comply with CHS Board Policies 6540, 6320.01 and 8475, as applicable, and Florida Statutes Sections 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468, Florida Statutes, as well as all other applicable federal, state and local laws, ordinances, and rules for the Community Partnership School™ Director as well as any CHS employees who will have contact with students or will be unsupervised on the campus of Manatee El.

3. OBLIGATIONS OF SDMC

SDMC agrees that it shall:

A. Provide specific designated office space on the campus Manatee El. SDMC will have choice of the location and priority over use of Manatee El facilities for school purposes. Coordination of facility use should be done through the School District Administration or designee at least 30 days prior to such use.

B. SDMC is a public body corporate and political subdivision and, accordingly, is and will continue to be for the duration of this Agreement self-funded for liability insurance at limits concurrent with the waiver of sovereign immunity found in Fla. Stat. s768.28, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by SDMC.

C. The Administration at Manatee El shall take the lead in developing a procedure to ensure that the surrounding community of Manatee El is properly informed about the various programs offered by the school MCR. Such procedure will include informing parents of Manatee El students as well as students themselves of programs that can benefit the students. CHS, USF and MCR shall also participate in this process.

D. Necessary SDMC staff will meet with appropriate CHS, USF, and MCR staff, at a minimum, during the summer every year to coordinate the use of the facilities. Such meeting shall take place no less than 30 days prior to the beginning of the school year.

E. Designate an individual from MCR's Health Services Department to participate in the development and implementation of appropriate protocols, policies and procedures that ensure continuity, quality, and confidentiality of school nursing, school mental health, student education records under FERPA and School-Based Health Center ("SBHC") services.

F. Provide MCR a suitable location to operate the Health Center at Manatee Elementary School, including sufficient space to accommodate to the extent permitting no less than two (2) and no greater than four (4) examination rooms, a lab, a waiting area and a receptionist area.

G. Provide MCR access to its property and permit MCR to renovate the designated facilities at their sole expense, so that they are suitable to operate the Health Center. Such access shall commence upon the Effective Date of this MOU and the District will coordinate the renovations with MCR.

H. To the extent allowable by law, provide appropriate referrals and facilitate appointment logistics of students to the Health Center.

I. Provide the facilities and utilities, including internet and phone services, adequate for the provision of the health care services at the Health Center.

J. Provide custodial and maintenance services for the Health Center.

K. Comply with the Health Insurance and Portability and Accountability Act of 1996 (HIPAA) Privacy Rule. To confirm these obligations. The District will sign a Business Associate Agreement, the terms of which shall be incorporated herein.

L. With a duly executed FERPA or other duly executed authorization, share student information with MCR as necessary for the provision of services at the Health Center, subject to FERPA, and not to be shared with third-parties unless authorized under HIPAA.

M. The district may use Title IV grant funds to provide a Health Care Coordinator and a Social Worker; however, the Health Care Coordinator and the Social Worker shall have no authority to oversee, direct or dictate MCR's operations at the Health Center.

4. OBLIGATIONS OF MCR

MCR agrees that it shall:

A. At their expense, operate a school-based health center at Manatee Elementary School (the "Health Center"). The Health Center will be operated independently by MCR and under the sole direction of MCR's leadership. The Health Center operating hours will be 7:00 am – 3:00 pm, Monday through Friday, when school is in session. Upon mutual agreement, the Health Center may open during different times, including but not limited to weekends and summer hours, with the express understanding that MCR will be responsible for all custodial services and that services by the District are limited. The Health Center will be closed on all holidays acknowledged by MCR and/or the District. MCR will commence operations at the Health Center on or after August 1, 2020, and/or at any earlier time agreed to by all the parties. Upon the execution of this agreement by all parties, MCR will be responsible for bearing the costs of all furniture, fixtures and equipment necessary for its operations at the Health Center.

B. Initially staff the Health Center with: one (1) mid-level provider, one (1) medical assistant, and one (1) licensed clinical social worker. MCR may increase or decrease

the staffing at the Health Center as the demand for services increases or decreases; provided, MCR maintains the minimum staff to meet the needs of the student based health clinic.

C. Provide the following services at the Health Center: immunizations, sick visits, point of care testing, referrals to other provider or specialists, and behavioral health counseling (individual, group and family).

D. Be responsible for obtaining and maintaining all required licenses, waivers and certifications necessary for it to operate the Health Center.

E. Be responsible for credentialing all professional staff that will provide services at the Health Center.

F. Provide documentation for all required licensure, professional and general liability insurance and workers compensation insurance as referenced below.

G. Obtain consent and enrollment information from parents or legal guardians so that students can access and receive services from at Health Center. MCR will ensure that it has received written authorization from a student's parent or legal guardian before providing the services to such student. The District will advise and promote to the parents of the student based health clinic, but at no time will be required to provide any list, address or emails of any students to MCR.

H. Establish and maintain medical records for students who receive services at the Health Center.

I. Provide all materials, supplies, equipment and other items necessary to the provision of services at the Health Center.

J. Be responsible for the maintenance of all medical equipment utilized by MCR at the Health Center.

K. Bill Medicaid and/or other third-party payors for the services provided to eligible students at the Health Center. For uninsured students, MCR will bill the students' parent or legal guardian for the services provided; however, MCR and the District agree to consult with one another in the future regarding the District's school-based mental health care program. The parties agree that funds allocated to the District for mental health care services in fiscal year 2020 may be used to reimburse MCR for the costs of providing mental health services to uninsured students; provided, the parties enter a mutually agreeable written contract concerning such matters.

L. Protect the privacy and confidentiality of patient health information in accordance with the Health Information Portability and Accountability Act of 1996 (HIPAA) Privacy Rule and regulations promulgated thereunder, and other governing state and/or federal laws and regulations. MCR also agrees to comply with the confidentiality of all

students and employees. Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non-Discrimination Act of 2008.

M. Renovate at MCR's expense, the space provided by the District to accommodate sufficient facilities to provide adequate preventative, primary, acute, Behavioral Health, and administrative functions, including without limitation, a lab, a waiting area, a receptionist area, and a minimum of two (2) exam rooms and to the extent possible, no more than four (4) exam rooms. Such renovations will be made in coordination with the District and at MCR's expense

N. Ensure full and complete compliance with Florida Statute Section 948.30, and will not allow any sex offenders on school grounds.

O. Jessica Lunsford Act: MCR acknowledges that the School District of Manatee County and State of Florida, requires all Vendors/subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School District for any claims made against the School Board related to the failure to comply with Section 1012.465 and Section 1012.32 Florida Statutes. MCR at all times will abide by the JLA. For information on JLA requirements and how to comply visit: http://www.manateeschools.net/

P. MCR employees will abide by the School Board of Manatee County Policy and Procedural Manual and all rules contained therein. The School District of Manatee County reserves their rights to request that an MCR employee not be assigned to the school. The District is the ultimate decision maker on who is or who is not allowed upon school grounds.

5. **OBLIGATIONS OF USF**USF agrees that it shall:

A. Participate in the development of the Manatee El Community Partnership School including educational goals and objectives.

B. Participate in the educational aspect of Manatee El Community Partnership School through arts integrated teaching curriculum.

C. As it relates to the education of students using arts integrated teaching pursuant to this Agreement, assess the progress of the school community and report results to the

community school partners. The assessment shall be based on results-based research and evaluation methodologies using historical and current data.

D. Comply with all relevant federal, state and local laws, rules and regulations applicable to this Agreement.

E. Collaborate with the Manatee El Leadership Cabinet to determine potential expansion of services and benefits to the Manatee El student population.

F. The University is a self-insured, sovereign entity of the State of Florida, and its self-insurance limitations are provided by law. University is provided with comprehensive general liability insurance through the State Risk Management Trust Fund with limits of coverage up to a maximum of $200,000 per person and $300,000 in the aggregate per occurrence, pursuant to the terms and limitations of Sections 768.28, Florida Statutes and Chapter 284, Part II, Florida Statutes, or as amended from time to time. Worker's Compensation insurance is maintained in full compliance with Florida law. University will provide evidence of its self-insured status upon request. The parties agree that this is sufficient in lieu of any other insurance requirements.

G. 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. The University's 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 University's sovereign immunity under Florida Law.

H. USF is not making any financial obligations in participating in the Manatee El Community Partnership School.

6. ESTABLISHMENT OF MANATEE EL LEADERSHIP CABINET

The core partners agree that:

A. The Manatee El Community Partnership School™ Leadership Cabinet will be established with representatives from each of the four core partners; CHS, MCR, SDMC and USF along with members of the community and a parent.

B. The Leadership Cabinet will develop operating procedures that govern their work and direction consistent with the certification standards set forth by the University of Central Florida- Certified Community Partnership School. Information regarding these standards can be found at: https://ccie.ucf.edu/communityschools/services/assessment/#certified

C. The Leadership Cabinet's primary role will be to determine the strategic direction of the Manatee El Community Partnership School to support the aims and objectives of the Partners set forth in this Agreement and secure funding for long term sustainability.

D. Assess the needs and progress of the school community and report results to community school partners.

E. Facilitate communication among community school partners and surrounding community stakeholders.

F. Assist in the economic development of the surrounding community.

G. Comply with Jessica Lunsford Act as well as all other applicable federal, state and local laws, ordinances, rules, etc.

H. Continue to collaborate with the Partners to this Agreement with regard to the potential expansion of services and benefits to the student population and population of the surrounding community.

7. PARTIES COOPERATION

The parties hereto, agree to work in good faith with each other toward the sustainability of the Community Partnership School™ model and the Manatee Community Partnership School™.

8. TERM, AMENDMENT, AND TERMINATION

This Agreement shall commence on the Effective Date and shall end on June 30, 2024, unless earlier terminated pursuant to this paragraph. This Agreement may be amended only by written document executed by all Parties to this Agreement. This Agreement may be extended or renewed, upon written approval of all Parties. Any party may terminate its participation in this Agreement with or without cause upon sixty (60) days written notice to the other parties.

9. ASSIGNMENT

CHS, USF, MCR and SDMC each binds itself and its successors, legal representatives, and assigns of the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither CHS nor MCR nor USF nor SDMC may assign or transfer its rights and obligations in this Agreement without the written consent of each of the other parties.

10. INDEMNIFICATION

To the extent permitted by law, each party covenants and agrees at all times to save, hold and keep harmless each other party against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees, and liability of every kind and nature whatsoever to the extent permitted by laws arising out of or in any way connected to a party's performance of this Agreement. However, this indemnification shall not operate to release any party of liability for their 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. Each party assumes the risk of all liability arising from its respective activities pursuant to this Agreement and from the acts or omissions of its respective officers, agents, and employees.

Notwithstanding the foregoing, nothing contained in this Agreement shall be construed or interpreted as (1) denying to any party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida (or its agencies, SDMC, USF and MCR beyond the waiver provided in Section 768.28, Florida Statutes.

11. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As To CHS:

Shawn Naugle
Regional Executive Director
Children's Home Society of Florida

1515 Michelin Court
Lutz, Florida 33549

As To MCR:

Patrick Carnegie, President & CEO
700 8th Ave W Suite 101
Palmetto, Florida 34221

As To SDMC:

Cynthia Saunders, Superintendent
The School District of Manatee County, Florida
213 Manatee Ave W
Bradenton, Florida 34205

As To USF:
Brett E. Kemker, PhD
University of South Florida Sarasota Manatee
8350 N Tamiami Trail 116
Sarasota, Florida 34243

With copy to:
Hilary Black
Senior Associate General Counsel
University of South Florida
4202 E. Fowler Ave., CGS 301
Tampa, FL 33620

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

12. **NON-WAIVER**

The rights of the parties under this Agreement shall be cumulative and the failure of any party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

13. 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.

14. **NAME OR TRADEMARKS**

The parties shall not use any of USF's trademarks, trade names, service marks, service names, brand names, domain names, URL's or logos or any other licensed mark or intellectual property in any manner without the prior written consent from USF for such use.

15. ENTIRE AGREEMENT, VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by all parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in Manatee County, Florida.

The Remainder of the Page left intentionally blank.

IN WITNESS WHEREOF, each party has signed and sealed this Memorandum of Understanding as of the day and year first above written.

WITNESSES:

Francine CrumScott

Print Name: Francine CrumScott

E Hennessey

Print Name: Elizabeth Hennessey

THE CHILDREN'S HOME SOCIETY OF FLORIDA

By: Tara Hormell

Title: Senior Vice President

Date: 12/11/19

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11th day of December, 2019, by Tara Hormell, as the Senior VP Operations of The Children's Home Society of Florida, a not-for-profit corporate existing under the laws of the State of Florida. He/She is personally known to me or had produced _____ (type of identification) as identification.

Dausman

NOTARY PUBLIC--STATE OF FLORIDA

(Notary Seal)

MICKELE L. DAUSMAN
Commission # GG 346504
Expires October 19, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Mickele Dausman

[Print, type, or stamp commissioned name of notary.]

WITNESSES:

Amy Farrington

Print Name: Amy Farrington

Lisa Barker

Print Name: LISA BARKER

THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, A PUBLIC BODY CORPORATE

By: Karen S. Holbrook

Title: Regional Chancellor

Date: 11/25/19

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Hilary Black, JD, MPH
Senior Associate General Counsel – University of South Florida

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 25 day of November, 2019, by K. A. Holbrook, as the Regional Chancellor of The University of South Florida Board of Trustees, a public body corporate of the State of Florida. He/She is personally known to me or had produced _____ (type of identification) as identification.

Pamela J. Gleason

NOTARY PUBLIC--STATE OF FLORIDA

(Notary Seal)

PAMELA J. GLEASON
Notary Public – State of Florida
Commission # GG 084656
My Comm. Expires Jun 30, 2021
Bonded through National Notary Assn.

Pamela J. Gleason

[Print, type, or stamp commissioned name of notary.]

WITNESSES:

Kimberly Anderson

Print Name: Kimberly Anderson

Kelly Collins

Print Name: Kelly Collins

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: [signature]

Title: Board Chair

Date: 12/10/19

By: [signature]

Title: Superintendent

Date: 12/16/19

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 16th day of December, 2019, by Cynthia Saunders, the Superintendent of the School District of Manatee County, Florida. He/She is personally known to me or had produced _____ (type of identification) as identification.

(Notary Seal)

MICHELE E. BOYES
Commission # GG 136505
Expires December 20, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

Michele E Boyes

NOTARY PUBLIC--STATE OF FLORIDA

MICHELE E BOYES

[Print, type, or stamp commissioned name of notary.]

WITNESSES:

Print Name: Shawn Hoop

Print Name: Jeffery B. McNeal

MCR HEALTH, INC.

By: P. C

Title: President & CEO

Date: 12/04/2019

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 4th day of December, 2019, by Patrick Carnegie as the President & CEO of MCR Health, Inc., a not-for-profit corporate existing under the laws of the State of Florida. He/She is personally known to me or had produced _____ (type of identification) as identification.

NOTARY PUBLIC--STATE OF FLORIDA

(Notary Seal)

Monica Serrano

Notary Public State of Florida
Monica Serrano
My Commission GG 292317
Expires 04/29/2023

[Print, type, or stamp commissioned name of notary.]

FIRST AMENDMENT TO THE

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CHILDREN'S HOME SOCIETY OF FLORIDA, (CHS)

THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA, (SDMC),

MCR HEALTH, INC. (MCR)

AND

UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, A PUBLIC BODY CORPORATE (USF)

On December 16, 2019, all parties had executed and entered into a Memorandum of Understanding (the "Agreement") that included the Children's Home Society of Florida, hereinafter referred to as "CHS", The School District of Manatee County Florida, hereinafter referred to as "SDMC", MCR Health, Inc., hereinafter referred to as "MCR", and The University of South Florida Board of Trustees, a public body corporate, on behalf of its Sarasota-Manatee campus, hereinafter referred to as "USF". The group shall collectively be referred to as the "Partners". This Agreement was effective as of January 1, 2020. [A fully executed copy of the Agreement is attached hereto and is incorporated herein by reference.]

This agreement established a Community Partnership School™ at Manatee Elementary School and established obligations of the parties – [Partners]. This agreement did not include the Boys & Girls Clubs of Manatee County, Inc., hereinafter referred to as "BGC."

The parties now want to expand the Community Partnership School™ to another location, Daughtrey Elementary School, under the same terms and conditions of the original Agreement.

Each of the Parties agree that the terms and conditions of the agreement, and obligations set forth in the original Agreement, which are binding upon the partners as it specifically pertains to the location at Manatee Elementary School, will now also be binding upon the new location, Daughtrey Elementary School.

This First Amendment will become effective upon the execution of all parties. The expiration date has been changed to June 30, 2032.

MCR Health will notify the School without violation of HIPAA for those students on Medicaid that receive treatment and services per visit. Notification will be provided by student numbers and date of service. Provided monthly for Manatee Elementary School and Daughtrey Elementary School.

The Parties agree to add BGC as a Community Partner, with the following responsibilities that BGC shall:

A. Be actively involved in promoting the Community School model.

B. Participate in the development of the community school partnership and provide strategic planning support.

C. Participate in the development of community school goals and objectives in partnership with CHS, MCR Health Inc., University of South Florida, and The School District of Manatee County, Florida.

D. Assess the needs and progress of the school community and report results to community school partners.

E. Provide a safe, enriching environment that offers holistic youth development programs and services before school, after school, and/or summer at Manatee Elementary School and Daughtrey Elementary School.

F. Work collaboratively with all Community School Cabinet members, partner agencies and Manatee Elementary and Daughtrey Elementary faculty and staff to provide any additional services that students and Club members might require, as well as perform other related activities as deemed necessary for program delivery.

G. Comply with Jessica Lunsford Act as well as all other applicable Federal, State and local laws, ordinances, rules, etc.

H. Maintain appropriate records communicated with BGC, and share information with CHS. Keep a written log of clients and report data collections weekly in accordance with the weekly data report.

I. Maintain Confidentiality as set forth under FERPA, HIPAA, COPA and other Federal and State Laws.

J. Follow School District of Manatee County's COVID-19 Protocols.

K. Be bound by the terms and conditions more fully set forth in the original Memorandum of Understanding.

It is further agreed between all Parties that upon the execution of this agreement, including BGC, that future agreements to the heading.

All other terms and conditions in the Agreement remain in full force and effect, unless otherwise modified in writing and agreed to by all parties – [Partners].

IN WITNESS WHEREOF, each party has signed and sealed this Memorandum of Understanding as of the day and year first below written.

[The Remainder of this page is intentionally left blank]

THE CHILDREN'S HOME SOCIETY OF FLORIDA

WITNESSES:

Print Name: WADE LIJEWSKI

By: Tara Hormell

Title: Senior Vice President

Date: 6/15/2022

Gloria Saiz

Print Name: Gloria Saiz

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of June, 2022, by Tara Hormell as the Senior VP's of The Children's Home Society of Florida, a not-for-profit corporate existing under the laws of the State of Florida. He/She is personally known to me or had produced _____ (type of identification) as identification.

NOTARY PUBLIC--STATE OF FLORIDA

(Notary Seal)

[Print, type, or stamp commissioned name of notary.]

NOTARY PUBLIC
Expires
12/25/2025
Jacqueline Cerda
My Commission
HH 209214
STATE OF FLORIDA

THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, A PUBLIC BODY

WITNESSES:

Print Name: DAVID CROXFORD

By: Karen M. Holbrook

Title: Regional Chancellor

Print Name: LISA BARKER

Date: 7/12/2022

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12 day of July, 2022, by Karen Holbrook the Regional Chancellor of The University of South Florida ~~Board of Trustees~~, a public body corporate of the State of Florida. He/She is personally known to me or had produced _____ (type of identification) as identification.

NOTARY PUBLIC--STATE OF FLORIDA

(Notary Seal)

PAMELA J. GLEASON
Notary Public - State of Florida
Commission # HH 127052
My Comm. Expires Jun 30 2025
Bonded through National Notary Assn

[Print, type, or stamp commissioned name of notary.]

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

WITNESSES:

_____ By: _____

Print Name: _____ Title: Board Chair

_____ Date: _____

Print Name: _____

By: _____

Title: Superintendent

Date: _____

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by_____, as the _____ of the School District of Manatee County, Florida. Bothe the Superintendent and Board Chair are personally known to me or had produced _____ (type of identification) as identification.

NOTARY PUBLIC--STATE OF FLORIDA

(Notary Seal)

[Print, type, or stamp commissioned name of notary.]

MCR HEALTH, INC.

WITNESSES:

Scott Walker

Print Name: Scott Works

Print Name: Shawn Tony

By: P-(2

Title: President a CEO

Date: 06/14/2022

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 14th day of June, 2022, by Patrick Carnegie as the President/CEO of MCR Health, Inc. He/She is personally known to me or had produced _____ (type of identification) as identification.

NOTARY PUBLIC--STATE OF FLORIDA

(Notary Seal)

[Print, type, or stamp commissioned name of notary.]

Notary Public State of Florida
Monica Serrano
My Commission GG 292317
Expires 04/29/2023

Monica Serrano 06/14/2022

Boys & Girls Clubs of Manatee County, Inc.

WITNESSES:

Julie Poulin

Print Name: Julie Poulin

Nicole L. Gockley

Print Name: Nicole L. Gockley

By: Dawn Stanhope

Title: President & CEO

Date: 6/1/2022

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 1st day of June, 2022, by DAWN STANHOPE, as the PRESIDENT of the Boys & Girls Clubs of Manatee County, Inc., a not-for-profit corporate existing under the laws of the State of Florida. He/She is personally known to me or had produced Drivers License (type of identification) as identification.

NOTARY PUBLIC--STATE OF FLORIDA

(Notary Seal)

C Colley

[Print, type, or stamp commissioned name of notary.]

Notary Public State of Florida
Carletta Collazo
My Commission HH 021815
Expires 07/21/2024

AGENDA ITEM NO. 10.43

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Memorandum of Understanding (MOU) with MCR Rural Health Creating an Employee Based Health Clinic at the Wakeland Support Center

Executive Summary
This Memorandum of Understanding (MOU) is created between The School District of Manatee County, Manatee County Rural Health (MCR) and the School District of Manatee County School District for an Employee Based Health Clinic at the Wakeland Support Center. The Employee Based Health Clinic will provide health and medical services for employees and their families.

The School District will provide MCR a suitable location to operate the Health Center at the Wakeland Support Center, including sufficient space to accommodate to the extent permitting no less four (4) examination rooms, a lab, a pharmacy, a waiting area, and a receptionist area. In addition, the School District will provide MCR access to its property and permit MCR if necessary, to renovate the designated facilities at their sole expense, so that it is suitable to operate the Health Center. The District will coordinate the renovations with MCR.

MCR at their expense, will operate an Employee Based Health Clinic at the Wakeland Support Center. The clinic will be operated independently by MCR and under the sole direction of MCR's leadership. The clinic operating hours will be 7:00 am - 3:00 pm, Monday through Friday, when school is in session. Upon mutual agreement, the clinic may open during different times, including but not limited to weekends and summer hours, with the express understanding that MCR that there will be no custodial services and that services by the District are limited. The clinic will be closed on all holidays acknowledged by MCR and/or the District.

The location of the Employee Based Health Clinic at the Wakeland Support Center will not have direct access areas of the Wakeland Support Center being occupied by the District. MCR will ensure full and complete compliance with Florida Statute Section 948.30 and will not allow any sex offenders on school grounds and MCR will comply with the Jessica Lunsford Act (JLA).

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Inclusive Culture & Engagement | Goal 1
Create a cultural commitment for improving service at all levels of the school district for internal and external customers.

Recommendation
The Superintendent recommends approval of the Memorandum of Understanding (MOU) creating an Employee Based Health Clinic at the Wakeland Support Center.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Legal
Initiated By: Mitchell Teitelbaum

Attachments:
Attachment - MOU - MCR HEALTH & SCHOOL DISTRICT OF MANATEE 71422.pdf

MEMORANDUM OF UNDERSTANDING
MCR HEALTH and SCHOOL DISTRICT OF MANATEE COUNTY
DISTRICT BASED EMPLOYEE CLINIC AT
WAKELAND SUPPORT CENTER
(2022-2027)

Purpose

MCR Health, Inc. ("MCR") and **School District of Manatee County** (the "District") (MCR and the District are collectively referred to as the "Parties" and individually as "Party") enter into Memorandum of Understanding (MOU) on the 26th day of July 2022 (the "Effective Date") to set forth the Parties' responsibilities with respect to MCR's operation of a District Based Employee Health Clinic (DBEHC) at the Wakeland Support Center.

District based health services play a role in ensuring that employees and their families have access to high-quality, affordable health care. By providing medical, mental health, oral health, and other related services.

District Based Employee Health Clinic and other health providers can positively impact an employee and their family's health. District Based Employee Health Clinic address a wide variety of health needs, from general wellness, diabetes and asthma management, flu vaccination and routine screenings. At the same time, a District Based Employee Health Clinic can act as a key partner in efforts to address chronic absenteeism and promote a positive health-conscious climate.

District Based Employee Health Clinics provide medical care from physicians or nurse practitioners (or other similar fields) who can diagnose and prescribe medications/treatments as well as wellness measures at no-cost to an employee or their family. Certain medications will be available onsite also at no-charge to employees and their families.

Responsibilities of the Parties

The Parties agree to fulfill their respective responsibilities under this MOU in accordance with the provisions of law and regulation that govern their individual activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or the operating procedures of either Party. If at any time either Party is unable to perform its functions under this MOU consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other seeking a mutually agreed upon resolution.

MCR will:

1. At their expense, operate a District Based Employee Health Clinic at the Wakeland Support Center (the "Health Clinic"). The Health Clinic will be operated independently by MCR and under the sole direction of MCR's leadership. The Health Clinic operating hours will be 7:00 am – 3:00 pm, Monday through Friday. Upon mutual consent, extended hours may be added including from 3:00 p.m. to 7:00 p.m., Monday through Friday and on Saturdays. MCR will be responsible for all custodial during extended hours. The Health Clinic will be closed on all holidays acknowledged by MCR. MCR will commence operations at the Health Clinic at a mutually agreed upon time period by both parties in writing. MCR will be responsible for bearing the costs of all furniture, fixtures and equipment.

2. Initially staff the Health Clinic with one (1) physician or mid-level provider, one (1) medical assistant, and one (1) licensed clinical social worker. MCR may increase or decrease the staffing at the Health Clinic as the demand for services increases or decreases; provided, MCR maintains the minimum staff to meet the needs of the community-based health clinic.

3. Provide the following services at the Health Clinic: immunizations, sick visits, point of care testing, referrals to other provider or specialists, behavioral health counseling (individual, group and family), a pharmacy and other specialty care services as necessary to meet the needs of the clinic.

4. Be responsible for obtaining and maintaining all required licenses, waivers and certifications necessary for it to operate the Health Clinic.

5. Be responsible for credentialing all professional staff that will provide services at the Health Clinic.

6. Provide documentation for all required licensure, professional and general liability insurance and workers compensation insurance as referenced in the Insurance and Indemnification section.

7. Establish and maintain medical records for patients who receive services at the Health Clinic.

8. Provide all materials, supplies, equipment and other items necessary to the provision of services at the Health Clinic.

9. Be responsible for the maintenance of all medical equipment utilized by MCR at the Health Clinic.

10. Bill Medicaid, Medicare, Meritain and/or other third-party payors for the services provided to eligible patients at the Health Clinic.

11. Protect the privacy and confidentiality of patient health information in accordance with the Health Information Portability and Accountability Act of 1996 (HIPAA) Privacy Rule and regulations promulgated thereunder, and other governing state and/or federal laws and regulations. MCR also agrees to comply with the confidentiality of all students and employees. Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non-Discrimination Act of 2008.

12. Renovate the space provided by the District to accommodate a minimum of four (4) exam rooms, a lab, a pharmacy, a waiting area and a receptionist area. Such renovations will be made in coordination with the District and at MCR's expense

13. Ensure full and complete compliance with Florida Statute Section 948.30, and not allow any sex offenders on school grounds.

14. Jessica Lunsford Act: MCR acknowledges that the School District of Manatee County and State of Florida, requires all Vendors/subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School District for any claims made against the School Board related to the failure to comply with Section 1012.465 and Section 1012.32 Florida Statutes. MCR at all times will abide by the JLA. For information on JLA requirements and how to comply visit: http://www.manateeschools.net/

15. MCR employees will abide by the School Board of Manatee County Policy and Procedural Manual and all rules contained therein. The School District of Manatee County reserves their rights to request that an MCR employee not be assigned to the school; however, no decision to remove an MCR employee will be made without first consulting with MCR's President & CEO and receiving authorization from the District's Superintendent. The District is the ultimate decision maker on who is or who is not allowed upon school grounds.

The District will:

1. Provide MCR a suitable location to operate the Health Clinic at the Wakeland Support Center, including sufficient space to accommodate a minimum of four (4) exam rooms, a lab, a waiting area, a pharmacy and a receptionist area. The District will consult with MCR prior to determining the location of the Health Clinic, and MCR may reject a proposed location if it would require extensive renovations/construction.

2. Provide MCR access to its property and permit MCR to renovate the facilities so that they are suitable to operate the Health Clinic. Such access shall commence upon the Effective Date of this MOU and the District will coordinate the renovations with MCR.

3. Provide MCR a room or other locations at the Wakeland Support Center suitable to conduct individual, family and group counseling sessions to the extent possible.

4. To the extent allowable by law, provide appropriate referrals and facilitate appointment logistics for employees to the Health Clinic.

5. Provide the facilities and utilities, including internet and phone services, adequate for the provision of the health care services at the Health Clinic.

6. Promote the employee-based Health Clinic, but at no time will be required to provide any list, address or emails of any employees to MCR.

7. Provide custodial and maintenance services for the Health Clinic.

8. Comply with the Health Insurance and Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

9. Share employee information with MCR as necessary for the provision of services at the Health Clinic, subject to HIPAA.

10. Ensure that the proposed location of the Health Clinic has necessary parking, sidewalks and other ingress and egress that is ADA compliant.

General Terms and Conditions:

Relationship of the Parties:

The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School District does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

Insurance and Indemnification:

The Parties shall each be responsible for their respective acts or omissions in the performance of services under this MOU and neither party shall incur any liability for the performance of the other party. MCR affirms that it has professional liability insurance coverage under the Federal Tort Claims Act (FTCA) for any MCR staff providing services under this MOU as well as General Liability Insurance.

In addition, MCR agrees, to the extent permitted by law, and only to the extent covered by MCR's insurance, to defend indemnify and hold harmless the School District, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, MCR will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name the School District as an additional insured. MCR receives its professional liability coverage pursuant to the Federal Tort Claims Act (FTCA). The School District further understands and agrees that the FTCA will not provide any indemnification to the School District arising out of or related to MCR's alleged professional liability. MCR will provide the District a copy of MCR's FTCA deeming notice upon execution of this Agreement and copies of General Liability Insurance.

To the extent applicable, MCR will maintain and furnish workers compensation insurance covering its employees that may provide services on the School District's property. A certificate of insurance will be furnished within ten (10) business days of MCR commencing to provide services at the Health Clinic. Failure to provide such insurance allows the School District, the election to immediately terminate this agreement.

The District affirms that it carries a general liability insurance policy sufficient in amount and coverage which will apply to any personal injury or loss or property damage that may occur on the District's property.

Sovereign Immunity:

The parties acknowledge and agree that the School Board, a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in

Section 768.28 Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

Custodian of Public Records:

IF THE MCR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian
215 Manatee Avenue W.
Bradenton, Florida, 34205
(941) 708-8770
publicrecords@manateeschools.net

COVID-19 Clause:

MCR agrees to comply with the School District of Manatee County's COVID-19 protocols to the extent such protocols are not inconsistent with MCR's COVID-19 protocols. In the event of a conflict, MCR's COVID-19 protocols shall apply at Health Clinic.

Term and Termination

This MOU shall commence on the Effective Date and shall continue for a period of five (5) years until June 30, 2027 ("Initial Term"). This Agreement shall automatically renew for successive one-year periods (each, a "Renewal Term") unless either party gives at least ninety (90) days advance written notice to the other party of their intention to not renew this Agreement prior to the expiration of the then-current term (the Initial Term and/or a Renewal Term may be referred to herein as the "Term"). After the Initial Term only, either Party may terminate this MOU without cause by giving written notice of termination to the other Party at least ninety (90) days prior to the intended date of termination. Further, either Party may terminate this MOU for cause by providing written notice to the other Party and an opportunity to cure any deficiencies within thirty (30) days from the receipt of such notice. Any equipment purchased by MCR for the Health Center shall remain the sole property of MCR subsequent to the termination of this MOU.

Contingency

This MOU and MCR's obligations hereunder are contingent upon the HRSA approving the Health Clinic location to be covered by MCR's approved scope of services.

Amendment

This MOU shall not be altered, changed or amended except by instrument in writing executed by all the Parties hereto.

Assignment

The Parties shall not assign or transfer any interest in this MOU or assign any claims for money

due or to become due under this MOU without prior written approval from the other Party.

Governing Law

This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

Subcontracting

The Parties may not subcontract any portion of this MOU without obtaining the prior written approval of the other Party.

Notice

Any notice required to be given pursuant to the terms of this MOU shall be in writing and shall be hand-delivered, emailed or sent by certified mail to the addresses listed:

To MCR:

Patrick Carnegie, President & CEO
101 Riverfront Boulevard, Suite 100
Bradenton, Florida 34205

To the District:

Cynthia Saunders, Superintendent
215 Manatee Avenue West
Bradenton, Florida 34205

Either party to this MOU may change the address to which notice is to be submitted by notice delivered pursuant to this section.

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. MCR agrees to provide an E-Verify number.

Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail. In the event of conflict, the terms of this agreement shall govern.

Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this MOU effective as of the date first above written.

Dated:_____, 2022 BY: _____
Board Chair, Reverend James Golden

Dated:_____, 2022 BY: _____
Superintendent, School District of Manatee County
Cynthia Saunders

Dated: 07/13/2022, 2022 BY: _____
President/CEO, MCR health, Inc.

Approved as to form

_____
Mitchell Teitelbaum, Esq.
General Counsel

AGENDA ITEM NO. 10.44

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of District Superintendent Membership and Dues for Fiscal Year 2022-2023, Estimated in the Amount of $25,000.00

Executive Summary
The purpose of this agenda item is to comply with Section 7.2 of the Superintendent's contract. Section 7.2 Memberships and Dues states the following: "The Superintendent is encouraged to belong to appropriate community, professional, and educational organizations where membership will serve the best interests of the School District. Accordingly, the Board will pay such membership dues for organizations as are required, directed, or permitted by the Board. The Superintendent shall present appropriate statements for approval by the Board".

The Superintendent's participation in community, professional, and educational organizations is a key element for the continued success of the District through the exchange of knowledge and the building of partnerships.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Inclusive Culture & Engagement | Goal 4
Enhance parent and community engagement.

Recommendation
The Superintendent recommends approval of District Superintendent membership and dues for fiscal year 2022-2023, estimated in the amount of $25,000.00.

Financial Impact
The estimated cost for this agenda item is $25,000.00. The funding source for this expenditure is the Superintendent's proposed budget for 2022-2023.

Contact
Submitting Department: Superintendent Office

AGENDA ITEM NO. 10.45

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Agreement between Manatee County and the School District of Manatee County (SDMC) for Shelter Sites in a Local Emergency

Executive Summary
Pursuant to Section 252.38 Florida Statutes, which when requested by the County's Emergency Management Division, the School Board is required to participate in emergency management by providing facilities for evacuees (Shelter Sites) and furnish necessary personnel to staff these shelter sites during a state of local emergency.

According to FEMA regulations, in order for both Manatee County and the School District to be reimbursed for this action, an agreement that sets forth the terms and conditions of the operation of the shelter sites has been prepared.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Security | Goal 2
Promote and maintain school-wide safety and minimize the effects of emergencies and other dangerous situations through emergency preparedness on how to prevent, prepare, respond and recover in the face of emergencies and disasters.

Recommendation
The Superintendent recommends approval of the agreement between Manatee County and the School District of Manatee County (SDMC) for shelter sites in a local emergency.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Safety and Security
Initiated By: Paul Damico

Attachments:
Emergency Shelter Agreement

AGREEMENT BETWEEN MANATEE COUNTY AND THE SCHOOL DISTRICT OF MANATEE COUNTY FOR SHELTER SITES IN A LOCAL EMERGENCY

THIS AGREEMENT is made and entered into as of_____, 2022 ("Effective Date"), by and between Manatee County, a political subdivision of the State of Florida, whose mailing address is 1112 Manatee Avenue West, Bradenton, Florida 34205 ("COUNTY") and the School District of Manatee County, whose mailing address is 215 Manatee Avenue West, Bradenton, Florida 34205 ("SCHOOL DISTRICT") (each a "Party" and collectively the "Parties").

WHEREAS, the County's Emergency Management Division is responsible for the COUNTY'S Comprehensive Emergency Management Program; and

WHEREAS, pursuant to Section 252.38(1)(d), Florida Statutes, specifically provides, "[d]uring a declared state or local emergency and upon the request of the director of a local emergency management agency, the district school board or school boards in the affected area shall participate in emergency management by providing facilities and necessary personnel to staff such facilities. Each school board providing transportation assistance in an emergency evacuation shall coordinate the use of its vehicles and personnel with the local emergency management agency"; and

WHEREAS, pursuant to Section 252.38(1)(d), Florida Statutes, when requested by the County's Emergency Management Division, the SCHOOL DISTRICT is required to participate in emergency management by providing facilities for evacuees during a local emergency ("Shelter Sites") and, necessary personnel to staff these Shelter Sites during a state of local emergency; however, the SCHOOL DISTRICT is under no obligation to provide transportation services; and

WHEREAS, the SCHOOL DISTRICT recognizes that the use of its personnel, facilities and transportation services can be invaluable to the citizens and visitors of Manatee County in the event of an emergency; and

WHEREAS, the SCHOOL DISTRICT and the COUNTY have determined that it is in the best interest of both Parties to enter into an Agreement setting forth the terms and conditions for the operation of the Shelter Sites and each Party's financial responsibility; and

NOW, THEREFORE, the COUNTY and the SCHOOL DISTRICT, for and in consideration of the mutual covenants and promises provided for in this Agreement, the Parties agree as follows:

ARTICLE 1. EXHIBITS.

The following exhibits are attached hereto and incorporated herein:

Exhibit A - FEMA Requirements
Exhibit B - Available Shelter Sites

In the event of a conflict between the terms and conditions in the body of this Agreement and the Exhibits, the provisions contained within the body of this Agreement shall prevail unless stated otherwise in this Agreement or Exhibits.

ARTICLE 2. TERM.

a. The term of this Agreement shall remain in full force and effect for five (5) years, unless terminated earlier by either Party in accordance with the provisions of this Agreement.

b. This Agreement may be renewed by written amendment for additional terms not to exceed five (5) years each.

ARTICLE 3. OBLIGATIONS OF COUNTY.

a. COUNTY agrees to survey the proposed Shelter Sites and work with the School Principals and/or designees of the SCHOOL DISTRICT to identify specific locations within the selected Shelter Site(s) that will be utilized for a particular local emergency. Shelter Site locations and size will vary with the intensity of each local emergency. COUNTY shall provide SCHOOL DISTRICT with descriptions ("Survey") of the properties intended to be utilized as Shelter Sites.

b. COUNTY will follow SCHOOL DISTRICT personnel and emergency Shelter Guidelines, protocols and procedures, as applicable, while at a Shelter Site during a local emergency.

ARTICLE 4. OBLIGATIONS OF SCHOOL DISTRICT.

a. The SCHOOL DISTRICT shall designate sufficient staff to assist in the opening, closing, and operation of Shelter Sites. These positions will include, but are not limited to, administrators, food service workers, and custodial staff ("Shelter Teams"). These staff members will form the basis for the Shelter Team and serve as shelter coordinators for their assigned schools. The Shelter Teams (in conjunction with the designated law enforcement agency), will be responsible for limiting access to designated areas within the schools, for coordinating and facilitating the use of the schools' kitchen facilities and other areas within the schools, and providing custodial support for the Shelter Sites.

b. SCHOOL DISTRICT shall facilitate the check-in/check-out process of all persons entering a Shelter Site by maintaining a headcount of all occupants and available spaces and providing that information to the Emergency Operations Center, Emergency Support Function (ESF) 6 Lead, on a regular basis throughout the local emergency.

c. SCHOOL DISTRICT will follow personnel and emergency personnel guides as applicable during a local emergency.

d. SCHOOL DISTRICT shall authorize and direct the preparation of simple meals, to the extent permitted by existing food inventories and supplies, at each Shelter Site for the duration of the shelter operation. SCHOOL DISTRICT food service personnel shall establish a menu plan for simple foods that can be prepared with or without electrical power. SCHOOL DISTRICT food service personnel shall keep and provide an accurate account of all food products used during the operation of each Shelter Site.

e. For the duration of such emergency, all SCHOOL DISTRICT employees shall be considered employees of the SCHOOL DISTRICT for the purposes of maintaining medical and workers' compensation insurance.

f. SCHOOL DISTRICT shall remain responsible for school(s) buildings and infrastructure and shall maintain general liability (to include premises liability) insurance coverage. Such insurance coverage may be pursuant to a statutory self- insurance program.

ARTICLE 5. MUTUAL OBLIGATIONS OF COUNTY AND SCHOOL DISTRICT.

a. The first year of the term of this Agreement, and every other year thereafter, COUNTY and SCHOOL DISTRICT shall conduct an assessment and evaluation ("Evaluation") of the Shelter Sites' operations, processes, and procedures to determine their effectiveness and alignment with the Florida State Emergency Shelter Plan, Florida Building Codes, and the current sheltering operations rules and guidelines from the Federal Emergency Management Agency ("FEMA").

b. SCHOOL DISTRICT and COUNTY shall each conduct a Survey of the Shelter Sites identified in Exhibit B on at least one (1) walk-through each year, for every year this Agreement is in effect. The purpose of these surveys is to ensure the Shelter Sites are still acceptable for use during a local emergency

ARTICLE 6. COSTS.

a. SCHOOL DISTRICT and COUNTY are each responsible for their respective costs and the documentation of such costs, in accordance with FEMA requirements.

b. In the event FEMA requires COUNTY to submit a summary and documentation of the costs of providing, provisioning and staffing the Shelter Sites ("Sheltering Costs"), the procedures provided for in Exhibit A shall be followed by COUNTY and SCHOOL DISTRICT.

ARTICLE 7. DISPUTE RESOLUTION.

Disputes under this Agreement may be resolved by authorized representatives of the COUNTY and SCHOOL DISTRICT. If such authorized representatives are unable to reach a resolution and the Parties agree that the issue is of sufficient merit, the Parties may select a mediator mutually acceptable to both Parties to conduct a mediation of the issues involved and make a recommendation to both Parties. The Parties agree to be

responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each Party.

ARTICLE 8. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing herein shall be interpreted as a waiver of COUNTY'S or SCHOOL DISTRICT'S rights, including the limitations of the waiver of sovereign immunity, as set forth in Section 768.28, Florida Statutes and Section 252.21, Florida Statutes, or any other statutes, and COUNTY and SCHOOL DISTRICT expressly reserve these rights to the full extent allowed by law.

ARTICLE 9. NOTICES.

All notices, requests, authorizations, and any other communications under this Agreement, unless otherwise specified, shall be in writing and delivered by hand or mailed through the U.S. Mail, addressed as follows:

If mailed to School District:
School District of Manatee County
Director of Safety & Security
215 Manatee Avenue West
Bradenton, FL 34205
Attn: Patrick Bartholomew

If by hand delivery:
School District of Manatee County
Director of Safety & Security
215 Manatee Avenue West
Bradenton, FL 34205
Attn: Patrick Bartholomew

If mailed to Manatee:
Manatee County Government
Public Safety Department
P.O. Box 1000
Bradenton, FL 34206
Attention: Joel Richmond

If by hand delivery:
Manatee County Government
Public Safety Department
2101 47th Terrace East
Bradenton, FL 34206

ARTICLE 10. AMENDMENT AND MODIFICATION.

No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

ARTICLE 11. FORCE MAJEURE.

No Party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other causes beyond the reasonable control of the Party obliged to perform.

ARTICLE 12. TERMINATION.

This Agreement may be terminated for convenience by mutual agreement of the Parties upon ninety (90) day notice in writing to all parties.

This Agreement may also be terminated by COUNTY or SCHOOL DISTRICT for a Party's failure to comply with the terms of this Agreement. Termination shall be effective upon delivery of the written notice to the other Party.

ARTICLE 13. GOVERNING LAW; VENUE.

This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

ARTICLE 14. ATTORNEY'S FEES.

In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome.

ARTICLE 15. SEVERABILITY.

In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof and shall be confined solely to the paragraphs involved in such decision.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their duly authorized representatives effective as of the date set forth above.

MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: its Board of County Commissioners

By:_____
Chairman

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

School District of Manatee County, Florida

_____
Rev. James Golden, Chairman

Date: _____

_____
Cynthia Saunders, Superintendent

Date: _____

_____
Mitchell Teitelbaum, General Counsel

Date: _____

EXHIBIT A

FEMA REQUIREMENTS

In the event the Federal Emergency Management Agency ("FEMA") requires the COUNTY to submit Sheltering Costs (excluding building issues) on behalf of SCHOOL DISTRICT, the following items identify the submission requirements for COUNTY:

A. SCHOOL DISTRICT SUMMARY OF COSTS AND DOCUMENTATION

1. COUNTY and SCHOOL DISTRICT will follow all personnel policy and emergency personnel policy guides as appropriate and as approved by their respective Boards. Documentation and payment for personnel during the sheltering event will follow the applicable policy. Any costs which do not follow the applicable policy is the responsibility of the respective organization, as they will not be reimbursable by FEMA

2. SCHOOL DISTRICT shall document actual costs for hourly wages as set forth above, including mandatory benefits, paid to SCHOOL DISTRICT employees in accordance with the guidelines set forth by FEMA and the Robert T. Stafford Act. SCHOOL DISTRICT shall provide all documentation required by FEMA for COUNTY to submit for reimbursement for shelter operations, in a manner and format outlined by COUNTY. At a minimum, the following documents will be provided:
   a. Copy of Hurricane Operations staffing pattern;
   b. Copy of Personnel Policy;
   c. Copy of Emergency Personnel Policy;
   d. FEMA Form 214 for each employee claiming wages (all employees without this form will be disallowed);
   e. A designated SCHOOL DISTRICT employee to be point of contact for all Sheltering Costs and FEMA reimbursements; and
   f. A Timesheet Detail Query
3. SCHOOL DISTRICT shall provide an accurate inventory of supplies and equipment used for emergency shelter operations. Following the use of SCHOOL DISTRICT facilities as Shelter Sites, the Superintendent shall calculate the actual funds spent during the period the facilities were used for Shelter Sites that is above and beyond the usual and customary expenses to operate the facilities during that time period for the following:
   a. Utilities (e.g., power, water, and telephone);
   b. Generator usage (rental costs and/or fuel required); and
   c. Costs related to use of buses and other vehicles, excluding operator costs.

Superintendent will provide documentation for support of actual costs itemized above, in accordance with the guidelines set forth by FEMA and the Robert T. Stafford Act, which will allow application for federal or state assistance or reimbursement when applicable.

B. SCHOOL DISTRICT SUBMISSION OF INVOICE

1. SCHOOL DISTRICT will submit an invoice to COUNTY setting forth all labor, operational costs and supplies used or incurred during the declared emergency for the operation of the Shelter Site(s). COUNTY agrees to promptly review all such invoices and notify SCHOOL DISTRICT of its approval or disapproval of such invoice within thirty (30) days of receipt.

2. If COUNTY agrees with the invoice, it shall issue a written statement of approval and make payment within forty-five (45) days of the date of approval.

3. If COUNTY disputes an invoice, COUNTY shall notify SCHOOL DISTRICT in writing of its disagreement. Disputes shall be resolved in accordance with Article 7, Dispute Resolution, of the Agreement.

C. AMOUNTS DEEMED INELIGIBLE BY FEMA

1. If FEMA disputes or questions any item, SCHOOL DISTRICT must provide a response to FEMA within ten (10) days of notification by COUNTY.

2. All costs deemed ineligible by FEMA will be reimbursed to COUNTY by SCHOOL DISTRICT no later than forty-five (45) days after notification of the rejection of the cost.

EXHIBIT B

Public Shelters

SCHOOL	ADDRESS	PETS	OPEN PHASE
Bayshore Elementary School	6120 26th Street West, Bradenton	No	2
Braden River High School	6545 State Road 70 East, Bradenton	Yes	1
Braden River Middle School	6215 River Club Blvd., Bradenton	No	3
Buffalo Creek Middle School	7320 69th Street East, Palmetto	No	2
Daughtrey Elementary School	515 63rd Ave. East, Bradenton	No	4
Freedom Elementary School	9515 State Road 64 East, Bradenton	No	2
Gullet Elementary School	12125 44th Ave. East, Bradenton	No	2
Haile Middle School	9501 State Road 64 East, Bradenton	No	4
Harvey Elementary School	8610 115th Ave. East, Parrish	No	4
Johnson-Wakeland School of IB	2121 26th Ave. East, Bradenton	No	4
Kinnan Elementary School	3415 Tallevast Road, Sarasota	No	4
Lee Middle School	4000 53rd Avenue West, Bradenton	No	3
Manatee High School	902 33rd Street Court West, Bradenton	Yes	1
McNeal Elementary School	6325 Lorraine Road, Bradenton	No	2
Miller Elementary School	601 43rd Street West, Bradenton	No	2
Mills Elementary School	7200 69th Street East, Palmetto	Yes	1
Myakka City Elementary School	37205 Manatee Ave., Myakka City	No	1
Oneco Elementary School	5214 22nd Street Court East, Bradenton	No	4
Prine Elementary School	3801 Southern Parkway, Bradenton	No	2
Rodgers Garden Elementary School	515 13th Ave West, Bradenton	No	2
Seabreeze Elementary School	3601 71st Street West, Bradenton	No	4
Tillman Elementary School	1415 29th Street East, Palmetto	No	4
Williams Elementary School	3404 Fort Hamer Road, Parrish	No	3
Willis Elementary School	14705 The Masters Avenue, Bradenton	No	3
Witt Elementary School	200 Rye Road, Bradenton	No	4

AGENDA ITEM NO. 10.46

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Renew the Contract Between Manatee County Girls Club, Inc. d/b/a Just For Girls Middle School Alternative Education Program and the School Board of Manatee County for the 2022-2023 School Year

Executive Summary
Manatee County Girls Club, Inc. d/b/a Just for Girls Middle School Alternative Education Program focuses to provide an educational program making reading a primary focus, to maintain a safe and secure learning environment for all students participating in the alternative education program.

This renewed contract between Manatee County Girls Club, Inc. d/b/a Just for Girls Middle School Alternative Education Program and the School Board of Manatee County will allow up to fifty (50) students to participate in the Just for Girls Middle School Alternative Education Program. This effort supports the District's commitment to strengthening learning opportunities for all students.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Safety | Goal 1
Increase the number of best practices, resources and evidence-based approaches in the areas of school climate and safety across all district campuses and buildings.

Safety | Goal 2
Increase the capabilities of all district schools to appropriately prevent and intervene with unsafe and disruptive student behaviors, while reducing the number of instructional days lost to Out of School Suspensions.

Recommendation
The Superintendent recommends approval to renew the contract between Manatee County Girls Club, Inc. d/b/a Just For Girls Middle School Alternative Education Program and the School Board of Manatee County for the 2022-2023 school year.

Financial Impact
The District will reimburse Manatee County Girls Club, Inc. d/b/a Just for Girls Middle School, 95% of the weighted Full Time Equivalency (FTE) based upon FTE generated during the 2022-2023 school year. The maximum number of full-time equivalent students to be funded under this agreement is fifty (50).

Contact
Submitting Department: Dropout Prevention
Initiated By: George Schrier

Attachments:
2022-2023 Just For Girls Middle School

MANATEE COUNTY GIRLS CLUB, INC., dba JUST FOR GIRLS
MIDDLE SCHOOL ALTERNATIVE EDUCATION PROGRAM
AND
THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
For 2022-2023 School Year

This contract is entered into by and between **MANATEE COUNTY GIRLS CLUB, INC., dba JUST FOR GIRLS**, whose corporate office is located at 1011 21st Street East, Bradenton, Florida 34208, hereinafter referred to as "the Provider" and **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA**, whose address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereafter referred to as "the Board", and is effective upon the signature of all parties and expires June 30, 2023.

I. The Provider Agrees to Provide the Following:

ADMINISTRATION

A. To follow the School District of Manatee County COVID-19 protocols.

B. To follow the School District of Manatee County Student Code of Conduct and the Policy and Procedural Manual

C. To provide an educational program in accordance with Florida Statues and with this agreement for students in grades 6 – 8, and to be held at the Just for Girls facility located at 1500 10th Street West, Palmetto, Florida 34221.

D. To designate a staff member to be responsible for the administration of the contract and for the supervision of the educational program.

E. To have written procedures for admission, dismissal, and separation ofstudents.

F. To require each child who is entitled to initial admittance to any school in this state to present certification of a school-entry health examination performed within one (1) year prior to enrollment in school. Each child should also present or have on file certification of immunization for the prevention of those communicable diseases for which immunization is required by the Department of Health.

G. To provide for appropriate health screenings of students at the properage.

H. To maintain health records on each student. Where appropriate, schools should use forms approved and provided by the Department of Health. These records become a part of each student's permanent record, to be transferred when the student transfers, is promoted, or changes schools.

I. To have a written philosophy, curriculum and methodology for each special program to be provided to each student placed under this contract.

J. To provide classroom space, furniture and equipment for the teachers and students participating in the school program.

K. To provide and continually maintain a safe and secure learning environment for all students who enter under this contract.

L. To coordinate the implementation of curriculum, instruction and assessment according to statute.

M. To evaluate teachers and maintain rigor in the instructional program.

TEACHER CERTIFICATION AND OTHER REQUIREMENTS

A. That the program is staffed by professionally qualified instructional personnel and must have all certifications and endorsements as required by Florida Statute and State Board Rules.

B. Teachers shall also possess or be in the process of obtaining English for Speakers of other Languages (ESOL) endorsement as required by Florida Statute and State Board Rules. Documentation must be provided concerning what is being done to meet the ESOL requirement on an annual basis.

C. To require all teachers with temporary certification to participate in the district's certification program, or another comparable certification program. The Provider or teacher participant will pay for the cost of participation.

D. To provide documentation that teachers with temporary certification have applied for certification including a timeline for steps being taken to obtain professionalcertification.

E. To require that all staff have level II screening and be fingerprinted and processed by the Board or another qualified processor and the Federal Bureau of Investigation for criminal background checks. Any subsequent arrests should be reported to any site administrator and the school district.

F. That a personnel file shall be maintained on each employee documenting the qualifications of personnel: resume, transcripts, letters of reference, certification (if applicable). Copies of documents should be sent to Human Resources to be maintained in a districtfile.

EDUCATIONAL PROGRAM

A. To implement its educational and related programs as agreed upon by the SchoolDistrict of Manatee County. The instructional program will provide and deliver Tier 3 interventions by reading endorsed or certified teachers to those students as required by Federal and State Law.

B. To make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based readingresearch.

C. To adopt the District's plan for English Language Learners, or implement analternate District approved plan.

D. To establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in thiscontract.

E. That the instructional day and year is consistent with statutes, taking into account the number of school hours or school days provided the student by the district.

F. That the instructional program shall meet the requirements of the Florida Statutes and include curricular offerings consistent with the Florida Course Code Directory. Teacher assignments will be determined as prescribed by course codes and the specified area(s) of certification, including Exceptional Student Education (ESE)certification.

G. That a rigorous reading requirement is provided for reading and language arts programs as the primary component of its school improvementplan.

H. That a quarterly report is submitted to the district school contact on the progress of students toward increased reading achievement.

I. To notify parents in writing when a teacher is teaching out of his/her area of certification. This notification can be in the form of individual letters or appear as a notice in the Provider's newsletter. Copies of this notification should be sent to The Office of Dropout Prevention/Alternative Education.

J. That instruction shall be delivered through a variety of instructional techniques to address students' academic levels and learning styles based on entry assessments and past records.

K. That all teachers shall be responsible for the planning, development, and delivery of standards-based instructional activities aligned to the FloridaStandards.

L. To document the provision of ESE services, including obtaining, reviewing and determining whether the current Individual Education Plan (IEP) is appropriate. An IEP meeting will be convened within fifteen (15) school days of entry to the program.

M. To develop plans under Section 504 of the Rehabilitation Act of 1973 for eligible students with disabilities, individual English Language Learning (ELL) plans for limited English proficient students and Multi-Tiered Systems of Support (MTSS) for non-ESE students according to Florida Statute that includes specific individualized long-term goals and short- term instructional objectives for reading, writing, mathematics, and science. The plan should also identify diagnostic assessments, intervention strategies, progress updates, and a schedule for determining progress toward achieving goals and objectives of the plans mentioned above.

N. To ensure that MTSS and IEPs are used by all instructional personnel to assist in providing individualized instruction and educational services to students, regardless of the content area they are teaching. There should also be a strong emphasis on appropriate agency coordination.

O. To provide regular and special education services to students in accordance with the student's MTSS or IEP as governed by Florida laws and IDEA.

P. To provide Speech, Language, Physical and/or Occupational Therapy as defined in the student's program.

Q. To provide an opportunity for parents or guardians to participate to the extent necessary in the review of placement process.

R. That a rigorous reading requirement is provided for reading and language arts programs as the primary component of its school improvement plan.

S. To present within 30 days of the start of the School Year a School Improvement plan that is accepted by the District to increase student academic achievement.

ASSESSMENTS

A. State required assessments: All students at the JFG Middle School Alternative Education Program, at the expense of the provider, will participate in all State assessment programs and assessments required by law. The Provider shall facilitate required alternate assessments and comply with state reporting procedures.

B. If an IEP, 504 Plan and/or an EP for a student indicate accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the Provider will facilitate the accommodations or alternate assessment and comply with State reporting procedures at the provider's expense.

C. All personnel involved with any aspect of the testing process must abide by State and District policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The Board shall invite the Provider's staff to District-offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the Provider. The Provider shall designate a testing coordinator and shall be responsible for proper test administration. The Provider shall permit the Board to monitor and/or proctor all aspects of the Provider's test administration, if the Board deems it necessary.

D. The Provider shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

E. Student Promotion/Graduation: The Provider's student promotion policy shall be consistent with the provisions of the Provider's Plan. The Provider will adopt the Board's student progression plan.

RECORDS AND REPORTS

A. To designate a staff member to serve as Registrar.

B. To maintain student records in a manner and form prescribed by the Board, the State of Florida, and federal agencies. Records shall include data required to participate in the Florida Education Finance Program (FEFP), including the documentation for special programs such as Exceptional Student Education (ESE). These records must be retained for a period of three (3) years beyond the final payments and after all other pending matters are closed. Failure to maintain accurate records required for an audit may result in forfeiture of earned FTE payments. The content of these records shall include, but not be limited to the following:

1. A copy of the student's individualized education plan (IEP);
2. Assessment data, including grade level proficiency in reading, writing, and mathematics, and performance on any state or standardized tests;
3. A copy of the student's permanent cumulative record;
4. A copy of the student's academic transcript; and
5. A portfolio reflecting the student's academic accomplishments.

C. To request and document requests for all student educational records, transcripts, withdrawal forms, and ESE records, including Individual Education Plans (IEPs), on the date of student entry to the program. Each school district shall provide these students' educational records no later than five (5) school days after the receipt of the request.

D. To report the non-attendance of students to the office of Dropout Prevention/Alternative Education in accordance with Florida Department of Education, Florida Education Finance Program (FEFP) guidelines.

E. To report to the county health department director or administrator annual reports of compliance with the provisions of school health examinations and immunizations.

F. To be responsible for all Florida Department of Education and The Board's district reports, reporting student academic progress to parents in the appropriate home language according to the requirements in statute and for communication with the students' home schools when necessary.

G. To accurately maintain student data on the district's student information system.

H. To comply with FERPA requirements and the district's procedures to protect the confidentiality of student records and information and assure it will provide the parent, or the student if beyond the age eighteen (18) the right of access, copies, amendments and hearings. Personally, identifiable records or reports of a pupil or student, and any personal information contained therein are confidential. Release of the above-mentioned reports, records, or information requires the written consent of the student or students' parent or guardian.

I. To submit monthly cost reports to the district to account for expenditures of all state, local, and federal funds.

MANAGEMENT AND FINANCE

A. To develop written policies concerning the care of students in emergencies, clinical and administrative records, and insurance coverage. To maintain both general liability insurance as well as worker's compensation insurance in amounts of one million dollars.

B. To grant access by the School District, the Florida Department of Education, the Auditor General's Office, the appropriate federal agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit examination, excerpts, and transcriptions.

C. That one hundred percent (100%) of the formula-based categorical funds generated by these students and disbursed by the BOARD, must be sent on appropriate categorical purchases for the students.

FOOD SERVICE AGREEMENT

A. Any and all separate contract for Food Services is unaffected by this Contract and will remain in full force and effect. The School shall provide food service to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program, it shall follow all applicable federal rules and

regulations. If the school chooses to contract with the School District of Manatee County for meals, a separate agreement will be required. All terms of those separate agreements are subject to separate and distinct negotiations, renewal and expiration.

TRANSPORTATION AGREEMENT

A. The contracted site will be responsible for any and all transportation of students. The School District of Manatee County **will not** provide transportation for any students of the contracted site.

II. THE BOARD AGREES:

A. To reimburse the provider for delivery of the program services in an amount equal to 95% of the weighted FTE funding generated per year for the actual number of eligible students enrolled in the program during the official FTE survey weeks conducted by the Florida Department of Education. The funding will be adjusted in accordance with any adjustment made by the Florida State Legislature or the Florida Department of Education. The maximum number of full-time equivalent students to be funded under this agreement is FIFTY (50) unweighted FTEs. Payments for August through December will be made on the basis of an estimate of the FTE count. Payments for January through March will be adjusted in accordance with actual October FTE count and an estimate for the February count. The payments for April through June will be based on the actual counts for October and February. In addition, the Board will pay the Provider its proportional share of allocations for Supplemental Academic Instructional (SAI) funding, the Exceptional Student Education Guaranteed Allocation, Instructional Materials, Public School Technology and Class Size Reduction Funding. It is further understood by the Board and the Provider that if there is a loss of funding because of the district exceeding the cap on any area of the FTE, there will be a proportional decrease in funding to the Provider.

B. That an ESE-certified Specialist will be provided by the Board through the 180-day school year. The ESE-certified Specialist will be responsible for review and preparation, staffing and maintaining ESE compliance records for all exceptional education students as well as determining the student's matrix and serving as the local education agency (LEA) representative.

C. To provide screening to determine if the use of Assistive technology devices and other specialized equipment is necessary for an exceptional student to benefit from education.

D. To provide the initial diagnostic and evaluation services for an exceptional student. Any further evaluations will be the responsibility and at the expense of the Provider.

E. To allow communication between District and Provider's staff as needed regarding available openings and opportunities for students who are not thriving in a traditional school setting.

SCHOOL IMPROVEMENT

A. To offer technical assistance and support through the Board's staff including the participation in and approval of the school improvement process and assist with the implementation of the School Improvement Plan (SIP).

B. To ensure that the SIP is based on issues relevant to budget, training, instructional materials, technology, staffing, and student support services. The SIP is implemented as evidenced through adequate school improvement progress reports and annual evaluations.

III. The Provider and The Board MutuallyAgree:

A. That the staff of the Board will be permitted to review the program provided by the Provider and confer with its staff at reasonable times. Further, the Board and the Provider agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of the contract.

B. That unforeseen questions or any problems arising during the administration of the contract between parties shall be resolved through negotiations. The negotiated resolution of the unforeseen problems or questions shall be reduced to writing, which shall then be attached to and made part of this contract as a clarifying interpretation.

C. That this contract shall become effective July 1, 2022, and terminate June 30, 2023, or by termination by either party with thirty (30) days written notice by either party.

D. To develop a mutually agreed upon school improvement plan (SIP), as required by statute. The SIP must be specific to theprogram.

IV. This contract may be modified subject to revenue shortfall which reduces district funding. This modification shall be proportionate to the Board's reduction.

V. **Terms and Conditions:**

A. This Agreement shall have a term not to exceed one year unless cancelled by either party as enumerated herein.

B. 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 canceled by the School District upon thirty days written notice and the School District will be released of any and all obligations under this contract.

C. The School District of Manatee County and State of Florida requires all Providers/subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Providers, individuals or entities under contract with the School District required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School District for any claims made against the School District related to the failure to comply with Section 1012.465 and Section 1012.32 Fl or i d a Statutes. For information on JLA requirements and how to comply visit: http://www.manateeschools.net/

D. This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.

E. This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws and rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

F. The Provider agrees to defend indemnify and hold harmless the School District, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a services contract Provider will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable, the Provider will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School District, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification.

G. Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non-Discrimination Act of2008.

H. The parties acknowledge and agree that the School District, a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in Section 768.28 Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall bepreserved.

I. The Provider 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 Provider, but also to the employees of its sub- contractors.

J. If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of thatright.

K. The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as an act of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

L. The Provider 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 and the Family Medical Leave Act. Said Provider further agrees not to discriminateon the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. Notwithstanding the foregoing, the parties acknowledge and agree that the alternative education program the Provider offers pursuant to this Agreement is a single-sex program, and student enrollment is limited to girls.

M. This agreement is subject to the requirement by Executive Order 12549, Department and Suspension, 7 CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

N. Termination for Cause. The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School District under contracts terminated for cause

O. Termination for Convenience. Termination of this contract in completely or in part may be made by School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

P. CUSTODIAN OF PUBLIC RECORDS:

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

215 Manatee Avenue W.
Bradenton, Florida 34205
(941) 708-8770
publicrecords@manateeschools.net

Q. The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public

records of governmental bodies in Florida, Section 286.011 Florida Statutes. et. seq. and Section 119.01 Florida Statutes. et. seq. Provider hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

R. In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board 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 Chapter 112 Florida Statutes.

S. 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 Provider will in no way be a cause for relief from responsibility. The Provider 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 Provider must not be in violation of any zoning or other ordinances in the performance of thiscontract.

T. All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder.

U. 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.

V. All Providers, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

W. 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 Provider, 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 Provider. If a sub-contractor fails to terminate said employee or independent contractor, the Provider shall terminate its agreement with the sub-contractor. If the Provider 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" has the meaning given in Subsection 790.001(6) Florida Statutes.

X. Employment on the project by the Provider, or any of its subcontractor, 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 Provider 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 Provider does not comply with thisprovision.

Y. 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 Provider'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 Provider. If a sub- contractor fails to terminate said employee or independent contractor, the Provider shall terminate its agreement with the sub-contractor. If the Provider 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

Y. Employment on the project by the Provider, or any of its subcontractor, 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 Provider 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 Provider does not comply with this provision.

Z. 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 Provider'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 Provider. If a sub- contractor fails to terminate said employee or independent contractor, the Provider shall terminate its agreement with the sub-contractor. If the Provider 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.

AA. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail. In the event of conflict, the terms of this agreement shall govern.

BB. 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 Contracted Site agrees to execute the attached E-Verify form annexed to this agreement.

CC. It is understood by the contracted site that there should be improvement by the school in academics, to qualify for a further contract. The school grades should not be calculated as an "F".

DD. Nothing in this agreement shall be interpreted contrary to any applicable law or regulation.

[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the parties hereto have caused this ten (10) page contract to be executed by their undersigned officials as duly authorized.

SCHOOL BOARD OF MANATEE COUNTY

Cynthia Saunders, Superintendent Date

Rev. James Golden, Chair Date

Approved as to form

General Counsel

MANATEE COUNTY GIRLS CLUB, INC., d/b/a JUST FOR GIRLS

Becky Canesse, CEO 7.19.22 Date

Witness 7/19/22 Date
Zoya Shcherbinina
Finance Director

AGENDA ITEM NO. 10.47

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Renew the Contract Between Manatee County Girls Club, Inc. d/b/a Just For Girls Elementary School Alternative Education Program, and the School Board of Manatee County for the 2022-2023 School Year

Executive Summary
Manatee County Girls Club, Inc. d/b/a Just for Girls Elementary Alternative Education Program focuses to provide an educational program making reading a primary focus, to maintain a safe and secure learning environment for all students participating in the alternative education program.

This renewed contract between Manatee County Girls Club, Inc. d/b/a Just for Girls Elementary Alternative Education Program and the School Board of Manatee County will allow up to one hundred sixteen (116) students to participate in the Just for Girls Elementary Alternative Education Program. This effort supports the District's commitment to strengthening learning opportunities for all students.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Safety | Goal 1
Increase the number of best practices, resources and evidence-based approaches in the areas of school climate and safety across all district campuses and buildings.

Safety | Goal 2
Increase the capabilities of all district schools to appropriately prevent and intervene with unsafe and disruptive student behaviors, while reducing the number of instructional days lost to Out of School Suspensions.

Recommendation
The Superintendent recommends approval to renew the contract between Manatee County Girls Club, Inc. d/b/a Just For Girls Elementary Alternative Education Program and the School Board of Manatee County for the 2022-2023 school year.

Financial Impact
The District will reimburse Manatee County Girls Club, Inc. d/b/a Just For Girls Elementary Alternative Education Program 95% of the weighted Full Time Equivalency (FTE) based upon FTE generated during the 2022-2023 school year. The maximum number of full-time equivalent students to be funded under this agreement is one hundred sixteen (116).

Contact
Submitting Department: Dropout Prevention
Initiated By: George Schrier

Attachments:
2022-2023 Just For Girls Elementary School

MANATEE COUNTY GIRLS CLUB, INC., dba JUST FOR GIRLS
ELEMENTARY ALTERNATIVE EDUCATION PROGRAM
AND
THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
For 2022-2023 School Year

This contract is entered into by and between **MANATEE COUNTY GIRLS CLUB, INC., dba JUST FOR GIRLS**, whose corporate office is located at 1011 21st Street East, Bradenton, Florida 34208, hereinafter referred to as "the Provider" and **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA**, whose address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as "the Board", and is effective upon the signature of all parties and expires June 30, 2023.

I. **The Provider Agrees to Provide the Following:**

ADMINISTRATION

A. To follow the School District of Manatee County COVID-19 protocols.

B. To follow the School District of Manatee County Student Code of Conduct and the Policy and Procedural Manual.

C. To provide an educational program in accordance with Florida Statue and with this agreement for students in grades K-5, and to be held at the Just for Girls facility located at 1011 21st Street East, Bradenton, Florida 34208.

D. To designate a staff member to be responsible for the administration of the contract and for the supervision of the educational program.

E. To have written procedures for admission, dismissal, and separation of students.

F. To require each child who is entitled to initial admittance to any school in this state to present certification of a school-entry health examination performed within one (1) year prior to enrollment in school. Each child should also present or have on file certification of immunization for the prevention of those communicable diseases for which immunization is required by the Department of Health.

G. To provide for appropriate health screenings of students at the proper age.

H. To maintain health records on each student. Where appropriate, schools should use forms approved and provided by the Department of Health. These records become a part of each student's permanent record, to be transferred when the student transfers, is promoted, or changes schools.

I. To have a written philosophy, curriculum and methodology for each special program to be provided to each student placed under this contract.

J. To provide classroom space, furniture and equipment for the teachers and students participating in the alternative education program.

K. To provide and continually maintain a safe and secure learning environment for all students who enter under this contract.

L. To coordinate the implementation of curriculum, instruction and assessment according to statute.

M. To evaluate teachers and maintain rigor in the instructional program.

TEACHER CERTIFICATION AND OTHER REQUIREMENTS

A. That the program is staffed by professionally qualified instructional personnel and must have all certifications and endorsements as required by Florida Statute and State Board Rules.

B. Teachers shall also possess or be in the process of obtaining English for Speakers of other Languages (ESOL) endorsement as required by Florida Statute and State Board Rules. Documentation must be provided concerning what is being done to meet the ESOL requirement on an annual basis.

C. To require all teachers with temporary certification to participate in the district's certification program, or another comparable certification program. The Provider or teacher participant will pay for the cost of participation.

D. To provide documentation that teachers with temporary certification have applied for certification including a timeline for steps being taken to obtain professional certification.

E. To require that all staff have level II screening and be fingerprinted and processed by the Board or another qualified processor and the Federal Bureau of Investigation for criminal background checks. Any subsequent arrests should be reported to any site administrator and the school district.

F. That a personnel file shall be maintained on each employee documenting the qualifications of personnel: resume, transcripts, letters of reference, certification (if applicable). Copies of documents should be sent to Human Resources to be maintained in a district file.

EDUCATIONAL PROGRAM

A. To implement its educational and related programs as mutually agreed upon with the School District of Manatee County. The instructional program will provide and deliver Tier 3 interventions by reading endorsed or certified teachers to those students as required by Federal and State Law.

B. To make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based reading research.

C. To adopt the District's plan for English Language Learners, or implement an alternate District-approved plan.

D. To establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this contract.

E. That the instructional day and year is consistent with statutes, taking into account the number of school hours or school days provided the student by the district.

F. That the instructional program shall meet the requirements of the Florida Statutes and include curricular offerings consistent with the Florida Course Code Directory. Teacher assignments will be determined as prescribed by course codes and the specified area(s) of certification, including Exceptional Student Education (ESE) certification.

G. That a rigorous reading requirement is provided for reading and language arts programs as the primary component of its school improvement plan.

H. That a quarterly report is submitted to the district school contact on the progress of students toward increased reading achievement.

I. To notify parents in writing when a teacher is teaching out of his/her area of certification. This notification can be in the form of individual letters or appear as a notice in the Provider's newsletter. Copies of this notification should be sent to The Office of Dropout Prevention/Alternative Education.

J. That instruction shall be delivered through a variety of instructional techniques to address students' academic levels and learning styles based on entry assessments and past records.

K. That all teachers shall be responsible for the planning, development, and delivery of standards-based instructional activities aligned to the Florida Standards.

L. To document the provision of ESE services, including obtaining, reviewing and determining whether the current Individual Education Plan (IEP) is appropriate. An IEP meeting will be convened within fifteen (15) school days of entry to the program.

M. To develop plans under Section 504 of the Rehabilitation Act of 1973 for eligible students with disabilities, individual English Language Learning (ELL) plans for limited English proficient students and Multi-Tiered System of Support (MTSS) for non-ESE students according to Florida Statute that includes specific individualized long-term goals and short-term instructional objectives for reading, writing, mathematics, and science. The plan should also identify diagnostic assessments, intervention strategies, progress updates, and a schedule for determining progress toward achieving goals and objectives of the plans mentioned above.

N. To ensure that MTSS and IEPs are used by all instructional personnel to assist in providing individualized instruction and educational services to students, regardless of the content area they are teaching. There should also be a strong emphasis on appropriate agency coordination.

O. To provide regular and special education services to students in accordance with the student's MTSS or IEP as governed by Florida laws and IDEA.

P. To provide Speech, Language, Physical and/or Occupational Therapy as defined in the student's program.

Q. To provide an opportunity for parents or guardians to participate to the extent necessary in the review of placement process.

R. That a rigorous reading requirement is provided for reading and language arts programs as the primary component of its school improvement plan.

S. To present within 30 days of the start of the School Year a School Improvement plan that is accepted by the District to increase academic student achievement.

ASSESSMENTS

A. State required assessments: All students at the JFG Elementary Alternative Education Program, at the expense of the provider, will participate in all State assessment programs and assessments required by law. The Provider shall facilitate required alternate assessments and comply with state reporting procedures.

B. If an IEP, 504 Plan and/or an EP for a student indicate accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the Provider will facilitate the accommodations or alternate assessment and comply with State reporting procedures at the provider's expense.

C. All personnel involved with any aspect of the testing process must abide by State and District policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The Board shall invite the Provider's staff to District-offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the Provider. The Provider shall designate a testing coordinator and shall be responsible for proper test administration. The Provider shall permit the Board to monitor and/or proctor all aspects of the Provider's test administration, if the Board deems it necessary.

E. The Provider shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

F. Student Promotion/Graduation: The Provider's student promotion policy shall be consistent with the provisions of the Provider's Plan. The Provider will adopt the Board's student progression plan.

RECORDS AND REPORTS

A. To designate a staff member to serve as Registrar.

B. To maintain student records in a manner and form prescribed by the Board, the State of Florida, and federal agencies. Records shall include data required to participate in the Florida Education Finance Program (FEFP), including the documentation for special programs such as Exceptional Student Education (ESE). These records must be retained for a period of three (3) years beyond the final payments and after all other pending matters are closed. Failure to maintain accurate records required for an audit may result in forfeiture of earned FTE payments. The content of these records shall include, but not be limited to the following:

1. A copy of the student's individualized education plan (IEP);
2. Assessment data, including grade level proficiency in reading, writing, and mathematics, and performance on any state or standardized tests;
3. A copy of the student's permanent cumulative record;
4. A copy of the student's academic transcript; and
5. A portfolio reflecting the student's academic accomplishments.

C. To request and document requests for all student educational records, transcripts, withdrawal forms, and ESE records, including Individual Education Plans (IEPs), on the date of student entry to the program. Each school district shall provide these students' educational records no later than five (5) school days after the receipt of the request.

D. To report the non-attendance of students to the office of Dropout Prevention/Alternative Education in accordance with Florida Department of Education, Florida Education Finance Program (FEFP) guidelines.

E. To report to the county health department director or administrator annual reports of compliance with the provisions of school health examinations and immunizations.

F. To be responsible for all Florida Department of Education and The Board's district reports, reporting student academic progress to parents in the appropriate home language according to the requirements in statute and for communication with the students' home schools when necessary.

G. To accurately maintain student data on the district's student information system.

H. To comply with FERPA requirements and the district's procedures to protect the confidentiality of student records and information and assure it will provide the parent, or the student if beyond the age eighteen (18) the right of access, copies, amendments and hearings. Personally, identifiable records or reports of a pupil or student, and any personal information contained therein are confidential. Release of the above-mentioned reports, records, or information requires the written consent of the student or students' parent or guardian.

I. To submit monthly cost reports to the district to account for expenditures of all state, local, and federal funds.

MANAGEMENT AND FINANCE:

A. To develop written policies concerning the care of students in emergencies, clinical and administrative records, and insurance coverage. To maintain both general liability insurance as well as worker's compensation insurance in the amounts of one million dollars.

B. To grant access by the School District, the Florida Department of Education, the Auditor General's Office, the appropriate federal agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit examination, excerpts, and transcriptions.

C. That one hundred percent (100%) of the formula-based categorical funds generated by these students and disbursed by the BOARD, must be spent on appropriate categorical purchases for the students.

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A. Any and all separate contract for Food Services is unaffected by this Contract and will remain in full force and effect. The School shall provide food service to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program, it shall follow all applicable federal rules and regulations. If the school chooses to contract with the School District of Manatee County for meals, a separate agreement will be required. All terms of those separate agreements are subject to separate and distinct negotiations, renewal and expiration.

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A. The contracted site will be responsible for any and all transportation of students. The School District of Manatee County will **not** provide transportation for any students of the contracted site.

II. THE BOARD AGREES:

A. To reimburse the provider for delivery of the program services in an amount equal to 95% of the weighted FTE funding generated per year for the actual number of eligible students enrolled in the program during the official FTE survey weeks conducted by the Florida Department of Education. The funding will be adjusted in accordance with any adjustment made by the Florida State Legislature or the Florida Department of Education. The maximum number of full-time equivalent students to be funded under this agreement is ONE HUNDRED SIXTEEN (116) unweighted FTEs. Payments for August through December will be made on the basis of an estimate of the FTE count. Payments for January through March will be adjusted in accordance with actual October FTE count and an estimate for the February count. The payments for April through June will be based on the actual counts for October and February. In addition, the Board will pay the Provider its proportional share of allocations for Supplemental Academic Instructional (SAI) funding, the Exceptional Student Education Guaranteed Allocation, Instructional Materials, Public School Technology and Class Size Reduction Funding. It is further understood by the Board and the Provider that if there is a loss of funding because of the district exceeding the cap on any area of the FTE, there will be a proportional decrease in funding to the Provider.

B. That an ESE-certified Specialist will be provided by the Board through the 180-day school year. The ESE-certified Specialist will be responsible for review and preparation, staffing and maintaining ESE compliance records for all exceptional education students as well as determining the student's matrix and serving as the local education agency (LEA) representative.

C. To provide screening to determine if the use of Assistive technology devices and other specialized equipment is necessary for an exceptional student to benefit from education.

D. To provide the initial diagnostic and evaluation services for an exceptional student. Any further evaluations will be the responsibility and at the expense of the Provider.

E. To provide referrals and allow communication between the District and Provider's staff as needed regarding available openings and opportunities for students who are failing to thrive in a traditional school setting.

F. To allow communication between District and Provider's staff as needed regarding openings and opportunities for students who are not thriving in a traditional school setting.

SCHOOL IMPROVEMENT

A. To offer technical assistance and support through the Board's staff including the participation in and approval of the school improvement process and assist with the implementation of the School Improvement Plan (SIP).

B. To ensure that the SIP is based on issues relevant to budget, training, instructional materials, technology, staffing, and student support services. The SIP is implemented as evidenced through adequate school improvement progress reports and annual evaluations.

III. The Provider and The Board Mutually Agree:

A. That the staff of the Board will be permitted to review the program provided by the Provider and confer with its staff at reasonable times. Further, the Board and the Provider agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of the contract.

B. That unforeseen questions or any problems arising during the administration of the contract between parties shall be resolved through negotiations. The negotiated resolution of the unforeseen problems or questions shall be reduced to writing, which shall then be attached to and made part of this contract as a clarifying interpretation.

C. That this contract shall become effective July 1, 2022, and terminate June 30, 2023, or by termination by either party with thirty (30) days written notice by either party.

D. To develop a mutually agreed upon school improvement plan (SIP), as required by statute. The SIP must be specific to the program.

IV. This contract may be modified subject to revenue shortfall which reduces district funding. This modification shall be proportionate to the Board's reduction.

V. Terms and Conditions:

A. This Agreement shall not to exceed one year unless cancelled by either party as enumerated in Section II (C).

B. 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 canceled by the School District upon thirty days written notice and the School District will be released of any and all obligations under this contract.

C. The School District of Manatee County and State of Florida requires all Providers/subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Providers, individuals or entities under contract with the School District required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School District for any claims made against the School District related to the failure to comply with Section 1012.465 and Section 1012.32 Florida Statutes. For information on JLA requirements and how to visit: http://www.manateeschools.net/

D. This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.

E. This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws and rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

F. The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School District does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

G. The Provider agrees to defend indemnify and hold harmless the School District, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a services contract Provider will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board, their Board Members and School District

Employees as an additional insured. To the extent applicable Provider will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School District, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification.

H. Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non-Discrimination Act of 2008.

I. The parties acknowledge and agree that the School District, a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in Section 768.28 Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

J. Provider 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 Provider, but also to the employees of its sub- contractors.

K. If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

L. The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as an act of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

M. The Provider 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 and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. Notwithstanding the foregoing, the parties acknowledge and agree that the alternative education program the Provider offers, pursuant to this Agreement, is a single-sex program and student enrollment is limited to girls.

N. This agreement is subject to the requirement by Executive Order 12549, Department and Suspension, 7 CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

O. Termination for Cause. The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School 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. Termination for cause includes terminations under 215.4725, F.S.

P. Termination for Convenience. Termination of this contract in whole or in part may be made by School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

Q. **CUSTODIAN OF PUBLIC RECORDS:**

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

215 Manatee Avenue W.
Bradenton, Florida 34205 (941) 708-8770
publicrecords@manateeschools.net

R. The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Section 286.011 Florida Statutes. et. seq. and Section 119.01 Florida Statutes. et. seq. Provider hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

S. In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board 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 Chapter 112 Florida Statutes.

T. 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 Provider will in no way be a cause for relief from responsibility. The Provider 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 Provider must not be in violation of any zoning or other ordinances in the performance of this contract.

U. All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

V. 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.

W. All vendors, Providers and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

X. 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 Provider, 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 Provider. If a sub-contractor fails to terminate said employee or independent contractor, the Provider shall terminate its agreement with the sub-contractor. If the Provider fails to terminate said employee orindependent 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" has the meaning given in Subsection 790.001(6) Florida Statutes.

District of Manatee County.

Z. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment.

AA. 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 Contracted Site agrees to execute the attached E-Verify form annexed to this agreement.

BB. It is understood by the contracted site that there should be improvement by the school in academics, to qualify for a further contract. The school grades should not be calculated as an "F".

CC. Nothing in this agreement shall be interpreted contrary to any applicable law or regulation.

IN WITNESS THEREOF, the parties hereto have caused this nine (9) page contract to be executed by their undersigned officials as duly authorized.

SCHOOL BOARD OF MANATEE COUNTY

Cynthia Saunders, Superintendent — Date

Rev. James Golden, Chair — Date

Approved as to form

General Counsel

MANATEE COUNTY GIRLS CLUB, INC., d/b/a JUST FOR GIRLS

Becky Canesse, CEO — 7.19.22 Date

Witness — 7/19/22 Date

Zoya Shcherbinina
Finance Director

AGENDA ITEM NO. 10.48

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Apply, Accept, and Expend the Title IX, Part A Education of Homeless Children and Youth Project Modified Grant for the 2022-2023 School Year, in the Amount of $157,200.00 - *added July 21, 2022*

Executive Summary
The Title IX, Part A Education of Homeless Children and Youth Project is an annual federal grant. The focus of this grant is to increase identification, academic achievement, and attendance for homeless children and youth.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Curriculum & Instruction | Goal 1
Review and revise the PreK-12 literacy continuum & Narrow the achievement gap by continuing to develop unique innovative initiatives that create well-rounded education for ALL students.

Curriculum & Instruction | Goal 2
Review and revise the current MTSS Behavioral and Academic Document to create a Framework that encompasses academics, behavior, social emotional learning and mental health by June 2021.

Curriculum & Instruction | Goal 4
Improve our eLearning structure to maximize online learning for our students, teachers and families.

Equitable Recruitment & Retention | Goal 1
Recruit the most qualified, diverse and motivated staff.

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Inclusive Culture & Engagement | Goal 1
Create a cultural commitment for improving service at all levels of the school district for internal and external customers.

Inclusive Culture & Engagement | Goal 4
Enhance parent and community engagement.

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Safety | Goal 1
Increase the number of best practices, resources and evidence-based approaches in the areas of school climate and safety across all district campuses and buildings.

Student Achievement | Goal 4
Increase the percentage of students deemed Kindergarten ready by 2% each school year using documented performance on the Florida Kindergarten Readiness Screener.

Recommendation
The Superintendent recommends approval to apply, accept, and expend the Title IX, Part A Education of Homeless Children and Youth Project modified grant for the 2022-2023 school year, in the amount of $157,200.00.

Financial Impact
There will be no cost to the General Fund. The District is projected to receive funds for the Title IX, Part A Education of Homeless Children and Youth Project in the amount of $157,200.00 for the 2022-2023 school year.

Contact
Submitting Department: Federal Programs & Grants
Initiated By: Latrina Singleton

Attachments:
TITLE IX Documents

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	A) Program Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone (850) 245-0496	2022-23 Title IX, Part A – Education of Homeless Children and Youth – Year 2 **TAPS NUMBER:** 23A006	Date Received
B) Name and Address of Eligible Applicant:		**Project Number (DOE Assigned)** **XXX-1273B-3CH01**

C) **Total Funds Requested:**	D) **Applicant Contact & Business Information**	
$ 157,200 00	Contact Name Latrina Singleton Fiscal Contact Name Lissette Fernandez	Telephone Numbers 941-751-6550 ext 43293
DOE USE ONLY **Total Approved Project:** $	Mailing Address **2501 63rd Avenue East, Bradenton, FL 34203**	E-mail Addresses fernandezl@manateeschools net
	Physical/Facility Address 2501 63rd Avenue East, Bradenton, FL 34203	DUNS number 100012962 FEIN number 59-6000728

CERTIFICATION

I, Cynthia Saunders, (*Please Type Name)* as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.

E) Cynthia Saunders (Jul 8 2022 12:48 EDT)	Superintendent	07/08/2022
Signature of Agency Head	Title	Date

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM

A) Name of Eligible Recipient/Fiscal Agent: School District of Manatee County

B) DOE Assigned Project Number: 410-1272B-2CH01

C) TAPS Number: 22A006

	(1)	(2)	(3)	(4)	(4)	(6)	(7)	(8)	(9)	(10)
LINE ITEM	ASSOCIATED ACTIVITY NUMBER(S)	FUNCTION	OBJECT	ACCOUNT TITLE AND DESCRIPTION	FTE POSITION	AMOUNT	% ALLOCATED to this PROJECT	ALLOWABLE DOE USE ONLY	REASONABLE DOE USE ONLY	NECESSARY DOE USE ONLY
1	Activity 2	5100	120	Classroom Teachers - 1 tutor at 1 shelter 224 hrs at $45/hr = $10000 00	0 04	$ 10 000 00	100%			
2	Activity 2	5100	210	Retirement at 11 91% for 1 tutor		$ 1 191 00	100%			
3	Activity 2	5100	220	FICA at 7 65% for 1 tutor		$ 765 00	100%			
4	Activity 2	5100	240	Workers Compensation at 1% for 1 tutor		$ 100 00	100%			
5	Activity 2	5100	330	Travel - Educational Field trips fees to Mote Marine Laboratory and/or Florida Aquarium for science curriculum @$25 00x5 elementary level students and $15x5 transporation		$ 1 000 00	100%			
6	Activity 3	5100	510	Supplies - School supplies for PreK, elementary and secondary education such as wide rule paper, college rule paper, calculators, pens, pencils, colors, crayons, dictionaries, erasers, corrector pencil boxes, binders, folders, separators, and backpacks for 50 homeless students @ $30 00 Per Student		$ 1,500 00	100%			
7	Activity 3	5100	519	Technology-Related Supplies - School supplies for PreK, elementary and secondary education, such as Headphones and USB 200 x 5 00		$ 1 009 10	100%			
8	Activity 2	5100	730	Dues and Fees - various dues/fees & varying costs, such as, National Honor Society dues, HOSA and Skills USA fees for vocational students, binh certificates, GED prep fees, GED exam fees, and ACT exam fees average of $25 per student for 60 students		$ 1,500 00	100%			
9	Activity 1 & 6	6110	130	Other Certified Instructional Personnel - School social worker/designated homeless liaison to perform the duties of homeless liaison and carry out aud coordinate grant activities	0 75	$ 46 105 76	100%			
10	Activity 1 & 6	6110	210	Retirement at 11 91% for School social worker/designated homeless liason		$ 5 491 20	100%			
11	Activity 1 & 6	6110	220	FICA at 7 65% for School social worker/designated homeless liason		$ 3,527 09	100%			
12	Activity 1 & 6	6110	231	Group Insurance - Health Insurance at 13.25% for School social worker/designated homeless liason		$ 6,108 99	100%			

13	Activity 1 & 6	6110	232	Group Insurance - Life Insurance at 13 25% for School social worker/designated homeless liason		$	101 43	100%			
14	Activity 1 & 6	6110	240	Workers Compensation at 1% for School social worker/designated homeless liason		$	461 06	100%			
15	Activity 1 & 6	6110	330	Travel - Local travel, for School social worker/designated homeless liaison to support grant activities at different sites, such as schools, shelters and other community organizations at 56 cents per mile x 128 mile average		$	1,100 00	100%			
16	Activity 1 & 6	6110	390	Other Purchased Services - printing for assorted referral info, intake, & case notes forms needs assessements 05 x 2000		$	100 00	100%			
17	Activity 2	6130	510	Supplies - Health Supplies. Lice kits, Hygiene Kits and feminine hygiene kits for 100 students at $1 50 per student		$	150 00	100%			
18	Activity 3	6150	160	Other Support Personnel - Homeless Graduation Enhancement tech to provide awareness of homeless and education by attending continuum of care meetings and community meetings, as well as being able to complete intake & needs assessments for families, data collection & data entry and provide direct services lo students/families in homeless situations	1	$	50 178 90	100%			
19	Activity 3	6150	210	Retirement at 11 91% for Homeless Graduation Enhancement Technician		$	5,976 31	100%			
20	Activity 3	6150	220	FICA at 7 65% for Homeless Graduation Enhancement Technician		$	3,838 69	100%			
21	Activity 3	6150	231	Group Insurance - Health Insurance at 13.25% for Homeless Graduation Enhancement Technician		$	6 648 70	100%			
22	Activity 3	6150	232	Group Insurance - Life Insurance at 13.25% for Homeless Graduation Enhancement Technician		$	110 39	100%			
23	Activity 3	6150	240	Workers Compensation at 1% for Homeless Graduation Enhancement Technician		$	501 79	100%			
24	Activity 3	6150	330	Travel - for Homeless Graduation Enhancement Technician to travel to motels/hotels to check on our homeless families and provide resources, to community agencies for continuum of care meetings and homes to implement support services as well as awareness to communities partners and district staff about the needs of homeless students 56 per mile x 150 mile average		$	1 100 00	100%			
25	Activity 1	6150	370	Communication - Postage cost for mailing letters to parents or other agencies. Print of 0 05 x 1000 approx families base on previous years printing		$	248 19	100%			
26	Activity 4	6400	510	Supplies - folders, pens, papers, and other related supplies for training presentations $1 00 per school contacts @ 50		$	39 77	100%			
27		7200	792	Indirect Cost at 4 19%		$	6,321 80	100%			

28	Activity 5	7730	330	Travel - Out of county travel for School social worker/designated homeless liaison and Graduation enhancement tech to attend various conferences. NAEHCY is offering its annual conference in Atlanta, GA, in 2021 There is no comparable conference in Florida. This conference is recognized as one of the leading professional development opportunities for school district liaisons across the nation and attendance is encouraged by the State Coordinator The sessions cover topics relevant to the duties of the homeless liaison and staff working with students in transition. The cost breakdown is one attendee at $120 airline ticket from SRQ-A TL, Taxi/Uber to hotel $10 00, hotel $400 00		$	936 93	100%			
29	Activity 5	7730	730	Dues and Fees - Conference Registration fees for homeless liaison and/or graduation enbancement tech NAEHCY $550 00		$	550 00	100%			
30	Activity 2 & 3	7800	390	Other Purchase Services - excess cost 3% of allocation for school of origin curricular transportation		$	50 00	100%			
31	Activity 2 & 3	7800	390	Other Purchase Services - Student city bus passes 90 @ $5 42 each		$	487 90	100%			
					D) TOTAL	$	157,200.00				

Instructions for Completion of DOE 100A

A. If not pre-populated, enter name and TAPS number of the program for which funds are requested.

B. Enter name and mailing address of eligible applicant. The applicant is the public or non-public entity receiving funds to carry out the purpose of the project.

C. Enter the total amount of funds requested for this project.

D. Enter requested information for the applicant's program and fiscal contact person(s). These individuals are the people responsible for responding to all questions, programmatic or budgetary regarding information included in this application. The Data Universal Numbering System (DUNS), or unique agency identifier number, requirements are explained on page A-2 of the Green Book. The Applicant name must match the name associated with their DUNS registration. The Physical/Facility address and Federal Employer Identification Number/Tax Identification Number (FEIN/FEID or TIN) (also known as) Employer Identification Number (EIN) are collected for department reporting.

E. **The original signature of the appropriate agency head is required.** The agency head is the school district superintendent, university or community college president, state agency commissioner or secretary, or the chairperson of the Board for other eligible applicants.

- **Note: Applications signed by officials other than the appropriate agency head identified above must have a letter signed by the agency head, or documentation citing action of the governing body delegating authority to the person to sign on behalf of said official. Attach the letter or documentation to the DOE 100A when the application is submitted.**

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

2022-23 Title IX, Part A (TIXPA)
Education for Homeless Children and Youth (EHCY) Project – Year 2 Application

Local Educational Agency Name:	**School District of Manatee County**
Project Contact Name:	**Lissette Fernandez**
Project Contact Title:	**School Social Worker/Homeless Liaison**
Project Contact Telephone:	**941-751-6550 ext 43293**
Project Contact E-mail:	**fernandezl@manateeschools.net**

For more information, please contact:

Florida McKinney-Vento Program
Phone: (850) 245-0479
Email: flmvp@fldoe.org

Bureau of Federal Educational Programs
Florida McKinney-Vento Program

2022-23 TIXPA–EHCY Project – Year 2
Program Specific Assurances

The Local Educational Agency (LEA) must assure that:

- The LEA will comply with all reporting requirements at such time and in such manner and containing such information as required, including but not limited to the requirements under the McKinney-Vento Act;
- All costs are reasonable and necessary and that these uses of funds align with the purpose of, and other requirements in, the McKinney-Vento Homeless Assistance Act (MVA); and
- The LEA will meet the requirements of section 442 of the General Education Provisions Act (GEPA), 20 U.S.C. 1232e, *Single local educational agency application*

☒ By checking this box, I hereby certify that the LEA agrees to all the assurances of the EHCY Program, and will abide by all federal, state and local laws.

Part 1: SUMMARY

☒ By checking this box, I hereby certify that the intended outcomes for Years 2 and 3 have not changed from the TIXPA-EHCY Project Application-Year 1.

If the intended outcomes for Years 2 and 3 have changed, please describe the changes below.

Part 2: GOALS AND PROGRESS MONITORING

☒ By checking this box, I hereby certify that the Areas of Focus for Years 2 and 3 have not changed from the TIXPA-EHCY Project Application-Year 1.

If the Areas of Focus for Years 2 and 3 have changed, please describe the changes below.

☒ By checking this box, I hereby certify that the Goals for Years 2 and 3 have not changed from the TIXPA-EHCY Project Application-Year 1.

If the Goals for Years 2 and 3 have changed, please describe the changes below.

☒ By checking this box, I hereby certify that the Progress Monitoring Indicators for Years 2 and 3 have not changed from the TIXPA-EHCY Project Application-Year 1.

If the Progress Monitoring Indicators for Years 2 and 3 have changed, please describe the changes below.

Part 3: IMPLEMENTATION PLAN

A. Use of Other Resources

What other federal funds is the LEA/consortium using to support the identification, enrollment, retention, and educational success of children and youth experiencing homelessness specifically? Select all that apply.

- ☐ Coronavirus Aid, Relief, and Economic Security (CARES) Act funds (signed into law March 2020)
- ☐ Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act (December 2020)
- ☒ American Rescue Plan (ARP) ESSER funds
- ☒ Title I, Part A Homeless Set-aside funds reserved for children and youth experiencing homelessness
- ☒ American Rescue Plan-Homeless Children and Youth (ARP-HCY) funds
- ☒ Other funds and services available to children, youth, and families experiencing homelessness. Please specify:

Donated funds through the Manatee Educational Foundation

B. Use of Title I, Part A Reservation for Homeless Education

1. Provide the amount of the Title I, Part A Homeless (TIPA) Reservation for the 2021-22 and 2022-23 subgrants:

2021-22 TIPA Homeless Reservation	2022-23 TIPA Homeless Reservation
$108,145 00	$109,296 62

2. Indicate how the amount of the 2022-23 Title I, Part A Reservation was determined. Include in your response, a brief explanation as to why the amount has increased or decreased from the previous year (2021-22).

The Title I, Part A Homeless Reservation was determined based on a needs assessment from the Homeless Department The Title I, Part A Coordinator and Federal Programs Director meet with the Homeless Education Manager to discuss the data and current needs of the students experiencing homelessness The Title IX grant and donations are allocated first toward the identified areas of support for the students, and any remaining needs not covered by these funding sources are considered for the Title I, Part A reservation The amount for the 2022-23 school year has increased slightly to account for the likelihood of an increase in salary for the upcoming school year

3. List by number (e.g., 1, 2, 3) the activities supported with the use of the 2022-23 Title I, Part A reservation.

2, 3

C. Proposed Use of Grant Funds for EHCY

☒ By checking this box, I hereby certify that the Activities for Years 2 and 3 have not changed from the TIXPA-EHCY Project Application-Year 1.

If the activities for Years 2 and 3 have changed, please describe the changes below and complete an Activity Table for each new activity.

Activity Table

A. Primary Activity	B. Secondary Activities (Optional)	C. Area(s) of Focus	D. Cycle Year	E. Target Group and Number Served
1. Choose an item.	☐ Choose an item. ☐ Choose an item. ☐ Choose an item. ☐ Choose an item.	☐ Identification and Enrollment ☐ Regular School Attendance and Full Participation ☐ Support for Academic Achievement	☐ Year 2 ☐ Year 3	

1. Please provide a description of this activity and how it will be implemented:

- **What is being implemented?**
- **Who will be implementing the activities?**
- **When will the activities be implemented?**
- **Where will the activities be implemented?**
- **Why are the activities being implemented?**

2. Budget Line Item(s) on the DOE 101S Form associated with this activity:

D. LEA Program Operations Activities

Project Management

☒ By checking this box, I hereby certify that the McKinney-Vento (MV) Liaison has not changed from the TIXPA-EHCY Project Application-Year 1.

If the McKinney-Vento Liaison has changed, please provide below the first and last names, email address, qualifications for the position, and percent of time devoted to the MV Program.

☐ By checking this box, I hereby certify that the Project Manager has not changed from the TIXPA-EHCY Project Application-Year 1.

If the Project Manager has changed, please provide below the first and last names and position title.

☒ By checking this box, I hereby certify that the additional MV staff have not changed from the TIXPA-EHCY Project Application-Year 1.

If the MV staff have changed, please provide below the first and last names, position title, position FTE, and percent of time devoted to the MV Program.

Name (First, Last)	Position Title	Position FTE	Percent of Time - MVP

Part 4: EVALUATION PLAN

☒ By checking this box, I hereby certify that the Evaluation Plan has not changed from the TIXPA-EHCY Project Application-Year 1.

If the Evaluation Plan has changed, please describe the changes below.

Part 5: STRATEGIC IMPERATIVES, EXECUTIVE ORDER, GEPA

Support for Strategic Imperatives

☒ By checking this box, I hereby certify that the Strategic Imperatives have not changed from the TIXPA-EHCY Project Application-Year 1.

If the Strategic Imperatives have changed, please describe the changes below.

Executive Order

Instructions: Read the statement on Executive Order 11-116 and then select the checkbox to continue.

☒ The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. In addition, pursuant to Executive Order 11-116, for all contracts providing goods or services to the state in excess of nominal value; (a) the Contractor will utilize the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of all new employees hired by the contractor during the Contract term, (b) require that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

General Education Provisions Act (GEPA)

☒ By checking this box, I hereby certify that the GEPA statement has not changed from the TIXPA-EHCY Project Application-Year 1.

If the GEPA statement has changed, please describe the changes below.

AGENDA ITEM NO. 13.1

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Budget Amendments for May 2022

Executive Summary
State Board of Administration Rule 6A-1.007(2) states, "The school board shall approve amendments to the district school budget whenever the function and object amounts in the accounts prescribed by the State Board for the budget form are changed in the original budget approved by the school board."

The following table reflects changes in fund balance by fund for the month of May 2022.

	GENERAL FUND	DEBT SERVICE	CAPITAL OUTLAY	FED'L FUNDS	FOOD SERVICE	INTERNAL SERVICE	TRUST & AGENCY
Budgeted Fund Balance 04/30/2022	$24,949,264	$11,355,274	$72,003,578	$0	$6,603,241	$7,874,516	$558,886
Fiscal Impact	$7,511,752	$(1)	$(622,693)	$0	$0	$0	$0
Budgeted Fund Balance 05/31/2022	$32,461,016	$11,355,273	$71,380,885	$0	$6,603,241	$7,874,516	$558,886

General Fund budgeted ending fund balance increased $7,511,752 due to FLDOE Fourth Calculation updates $3,287,994, salary, supplement, long-term substitute review after last instructional day $4,932,328, partially offset by a reduction in Medicaid reimbursement estimate $350,000, FLDOE Fourth Calculation charter school adjustments $335,455, and other miscellaneous changes $23,115.

Debt Service budgeted ending fund balance decreased $1 due to a miscellaneous adjustment.

Capital Outlay budgeted ending fund balance decreased $622,693 due primarily to timing of Sugg Middle School project $3,000,000 partially offset by an increase in Sales Tax Revenue estimate $1,500,000, the addition of the Safety and Security Grant Award $694,243, and other miscellaneous changes $183,064.

There were no other changes to the budgeted ending fund balances.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Recommendation
The Superintendent recommends approval of the budget amendments for May 2022.

Financial Impact
There is no significant impact.

Contact
Submitting Department: Budget
Initiated By: Gina Maliniak

Attachments:
May Budget Amendment File Summary.pdf
Combined May 2022 BAs.pdf

May 2022 Budget Amendments Summary
All Funds

Year	2022
Posting Period	11

Row Labels	Sum of YTD Current
1	**-$7,511,752.23**
3	
10101 General Fund	-$3,451,164.55
10102 General Fund Grants	-$194,441.98
4	
10101 General Fund	-$4,042,887.68
10102 General Fund Grants	$176,741.98
2	**$1.09**
3	
29190 Lease Purchase Bond 2015	$1.09
3	**$622,692.99**
3	
39192 Sales Tax Proceeds	-$1,500,000.00
39198 Ed Facilities Security Grants	-$694,242.85
4	
37020 Local Capital Improvement 2020	$0.00
37021 Local Capital Improvement 2021	$0.00
37022 Local Capital Improvement 2122	-$210,727.05
39121 COPS Series 2021A	$0.00
39192 Sales Tax Proceeds	$4,017,963.39
39197 Impact Fees	-$1,039,976.51
39198 Ed Facilities Security Grants	$49,676.01
4	**$0.00**
3	
42101 Federal Cash Advance	-$220,223.25
42201 Federal Non Cash Advance	-$118,723.23
44301 CRRSA Act ESSER (ESSER II)	-$413,200.00
4	
41001 Food Services	$0.00
42101 Federal Cash Advance	$220,223.25
42201 Federal Non Cash Advance	$118,723.23
44101 CRRSA Act ESSER	$0.00
44201 Other CARES Act Relief Funds	$0.00
44301 CRRSA Act ESSER (ESSER II)	$413,200.00
44501 ARP Act ESSER	$0.00
7	**$0.00**
3	
71101 Self-Insurance - Health	-$332,665.17
71201 Self-Insurance - Workers Compe	-$74,493.86
4	
71101 Self-Insurance - Health	$332,665.17
71201 Self-Insurance - Workers Compe	$74,493.86
8	**$0.00**
3	
85002 Donation Trust Fund	-$6,425.48
4	
85002 Donation Trust Fund	$6,425.48
Grand Total	**-$6,889,058.15**

Capital Fund
May 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(93,921,482)	(93,921,482)	-	0.0%	
30X	Revenue	(149,168,688)	(151,362,931)	(2,194,243)	1.5%	
74X	Facilities Acquisition and Con	127,181,371	129,698,633	2,517,262	2.0%	
92X	Debt Service	2,020,032	2,020,032	-	0.0%	
97X	Transfers	41,885,190	42,184,864	299,674	0.7%	
9X	Budgeted Fund Balance	72,003,578	71,380,885	(622,693)	-0.9%	

Debt Service Fund
May 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(12,202,979.00)	(12,202,979.00)	-	0.00%	
30X	Revenue	(27,770,473.33)	(27,770,472.24)	1.09	0.00%	
92X	Debt Service	28,618,178.00	28,618,178.00	-	0.00%	
9XX	Budgeted Fund Balance	11,355,274.33	11,355,273.24	(1.09)	0.00%	

General Fund
May 2022 Budget Amendment Summary

Fund	Fund Description	Function	Function Description	YTD Prior	YTD Current	Budget Amendment	% Change	Reference
10101	General Fund		Beginning Fund Balance	(42,260,186)	(42,260,186)	-	0.00%	
		3XX	Revenues, including Transfers In	(476,935,374)	(480,580,980)	(3,645,607)	0.76%	
		5XX	Instructional	322,791,271	318,693,406	(4,097,865)	-1.27%	
		61X	Pupil Personnel Services	15,540,464	15,646,808	106,344	0.68%	
		62X	Instructional Media Services	5,150,186	4,980,820	(169,366)	-3.29%	
		63X	Curriculum	7,360,625	7,545,548	184,923	2.51%	
		64X	Instructional Staff Training	1,569,036	1,393,756	(175,281)	-11.17%	1
		65X	Instructional Technology	121,788	121,783	(5)	0.00%	
		71X	Board	1,743,768	1,743,768	(0)	0.00%	
		72X	General Admin Superintendent	2,785,073	2,760,090	(24,982)	-0.90%	
		73X	School Administration	33,147,941	32,749,878	(398,063)	-1.20%	
		74X	Facility Acquisition and Construction	11,959,689	12,028,894	69,205	0.58%	
		75X	Fiscal Services	2,977,077	3,033,342	56,265	1.89%	
		76X	Food Service	205,939	194,385	(11,554)	-5.61%	2
		77X	Central Services	12,210,482	12,121,065	(89,416)	-0.73%	
		78X	Transportation	16,648,103	16,588,310	(59,793)	-0.36%	
		79X	Operation of Plant	37,308,848	37,798,874	490,027	1.31%	
		81X	Maintenance of Plant	9,475,643	9,425,951	(49,691)	-0.52%	
		82X	Administrative Technology	7,565,699	7,546,395	(19,304)	-0.26%	
		91X	Community Services	5,613,864	5,936,275	322,411	5.74%	3
		92X	Debt Service	70,800	70,800	-	0.00%	
		9XX	Budgeted Fund Balance	24,949,264	32,461,016	7,511,752	30.11%	

General Fund
May 2022 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Budget Amendment
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	416301	Regular Pay NCH	0151	14717	STEM Referendum, Remediation				To clear up overspent budget l	(31.27)
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	0151	14717	STEM Referendum, Remediation				To clear up overspent budget l	(43.46)
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	422001	FICA	0151	14717	STEM Referendum, Remediation				To clear up overspent budget l	(48.14)
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	424001	Worker's Compensation	0151	14717	STEM Referendum, Remediation				To clear up overspent budget l	(3.51)
1	11	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	416301	Regular Pay NCH	9308	15001	Grants Program	SDMC4	4930800492	5100000000	NCH for Around the Bend Nature	540.00
1	11	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	421103	Retirement System	9308	15001	Grants Program	SDMC4	4930800492	5100000000	NCH for Around the Bend Nature	58.43
1	11	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	422001	FICA	9308	15001	Grants Program	SDMC4	4930800492	5100000000	NCH for Around the Bend Nature	41.31
1	11	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	424001	Worker's Compensation	9308	15001	Grants Program	SDMC4	4930800492	5100000000	NCH for Around the Bend Nature	5.40
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	431001	Prof & Technical Services	9308	00000	Discretionary				Correcting April 2022 P-card e	(849.04)
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	416301	Regular Pay NCH	0151	14717	STEM Referendum, Remediation				For budget errors on payroll j	(105.92)
1	11	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	416301	Regular Pay NCH	9308	15001	Grants Program	SDMC4	4930800492	5100000000	ATB NCH Additional Participant	90.00
1	11	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	421103	Retirement System	9308	15001	Grants Program	SDMC4	4930800492	5100000000	ATB NCH Additional Participant	9.74
1	11	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	422001	FICA	9308	15001	Grants Program	SDMC4	4930800492	5100000000	ATB NCH Additional Participant	6.89
1	11	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	424001	Worker's Compensation	9308	15001	Grants Program	SDMC4	4930800492	5100000000	ATB NCH Additional Participant	0.90
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	431001	Prof & Technical Services	9308	00000	Discretionary				Facility Rental for Leadership	(14,706.53)
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	436001	Rentals	9308	00000	Discretionary				Facility Rental for Leadership	16,150.00
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	416301	Regular Pay NCH	9308	00000	Discretionary				NCH for Summer Trainings	2,663.88
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	416301	Regular Pay NCH	9308	00000	Discretionary	SDMC6	6930800000	6930800000	NCH for Summer Trainings	(2,281.38)
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	9308	00000	Discretionary				NCH for Summer Trainings	1,262.04
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	9308	00000	Discretionary	SDMC6	6930800000	6930800000	NCH for Summer Trainings	(1,220.65)
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	422001	FICA	9308	00000	Discretionary				NCH for Summer Trainings	863.03
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	422001	FICA	9308	00000	Discretionary	SDMC6	6930800000	6930800000	NCH for Summer Trainings	(863.03)
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	424001	Worker's Compensation	9308	00000	Discretionary				NCH for Summer Trainings	112.81
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	424001	Worker's Compensation	9308	00000	Discretionary	SDMC6	6930800000	6930800000	NCH for Summer Trainings	(112.81)
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	439002	Printing	9308	00000	Discretionary				Clear Negatives in Rentals Sof	(69.00)
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	473001	Dues and Fees	9308	00000	Discretionary				Clear Negatives in Rentals Sof	(875.00)
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	416301	Regular Pay NCH	9308	00000	Discretionary				Funds for Curriculum NCH	500.00
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	9308	00000	Discretionary				Funds for Curriculum NCH	(500.00)
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	433001	Local Travel	9304	00000	Discretionary				Travel for PL Team in District	185.68
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	451001	Supplies	9304	00000	Discretionary				Travel for PL Team in District	(185.68)
1	11	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	423101	Health & Hospitalizations	9310	15001	Grants Program	SDMC4	4931000252	6400000000	ZB Upload for May PR Errors	-
1	11	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	423201	Life Insurance	9310	15001	Grants Program	SDMC4	4931000252	6400000000	ZB Upload for May PR Errors	-
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	416301	Regular Pay NCH	0271	10191	Turnaround Supp Services					(2,752.98)
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	416301	Regular Pay NCH	0281	10191	Turnaround Supp Services					14,272.73
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	0271	10191	Turnaround Supp Services					2,106.98
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	0281	10191	Turnaround Supp Services					1,544.31
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	422001	FICA	0271	10191	Turnaround Supp Services					546.11
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	422001	FICA	0281	10191	Turnaround Supp Services					1,091.86
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	424001	Worker's Compensation	0271	10191	Turnaround Supp Services					99.89
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	424001	Worker's Compensation	0281	10191	Turnaround Supp Services					142.73
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	451001	Supplies	0281	10191	Turnaround Supp Services					(2,050.00)
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	473001	Dues and Fees	9305	00000	Discretionary					(339.00)
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	416301	Regular Pay NCH	0281	10191	Turnaround Supp Services					(5,493.01)
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	0281	10191	Turnaround Supp Services					(594.34)
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	422001	FICA	0281	10191	Turnaround Supp Services					(420.22)
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	424001	Worker's Compensation	0281	10191	Turnaround Supp Services					(4.20)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	413401	Other Cert Regular Pay	0691	00000	Discretionary				Sal & bene adj per last payrol	(50,537.97)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	413401	Other Cert Regular Pay	0741	00000	Discretionary				Sal & bene adj per last payrol	(50,537.97)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	413401	Other Cert Regular Pay	0861	00000	Discretionary				Sal & bene adj per last payrol	(37,281.67)
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	439002	Printing	0411	10191	Turnaround Supp Services				Papercut bgt errors	500.00
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	439002	Printing	9321	00000	Discretionary				Papercut bgt errors	102.29
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	416301	Regular Pay NCH	9308	10185	Reading Categorical				chrtr sch bgt adj	(0.91)
1	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	413401	Other Cert Regular Pay	9308	14714	STEM Referendum, Arts				Create 2 Arts Positions	-
1	11	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	416301	Regular Pay NCH	0151	15001	Grants Program	SDMC4	4015100225	6400000000	Reduce Exp Budget 0225	(10,303.76)
1	11	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	421103	Retirement System	0151	15001	Grants Program	SDMC4	4015100225	6400000000	Reduce Exp Budget 0225	(1,114.87)
1	11	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	422001	FICA	0151	15001	Grants Program	SDMC4	4015100225	6400000000	Reduce Exp Budget 0225	(788.24)
1	11	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	424001	Worker's Compensation	0151	15001	Grants Program	SDMC4	4015100225	6400000000	Reduce Exp Budget 0225	(103.04)
1	11	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	416301	Regular Pay NCH	0151	15001	Grants Program	SDMC4	4015100272	6400000000	BT Open 64010 lines in 0272	11,841.46
1	11	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	421103	Retirement System	0151	15001	Grants Program	SDMC4	4015100272	6400000000	BT Open 64010 lines in 0272	1,814.37
1	11	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	422001	FICA	0151	15001	Grants Program	SDMC4	4015100272	6400000000	BT Open 64010 lines in 0272	949.75

General Fund
May 2022 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Budget Amendment
1	11	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	424001	Worker's Compensation	0151	15001	Grants Program	SDMC4	4015100272	6400000000	BT Open 64010 lines in 0272	168.03
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	413404	Other Cert Term (Annual Leave)	9798	13706	Terminal Pay				adjust Sal based on last payro	(7,201.03)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	0691	00000	Discretionary				adjust Sal based on last payro	(5,637.33)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	0741	00000	Discretionary				adjust Sal based on last payro	(5,637.33)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	0861	00000	Discretionary				adjust Sal based on last payro	(2,009.77)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	9798	13706	Terminal Pay				adjust Sal based on last payro	(3,474.38)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	422001	FICA	0691	00000	Discretionary				adjust Sal based on last payro	(3,985.73)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	422001	FICA	0741	00000	Discretionary				adjust Sal based on last payro	(3,985.73)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	422001	FICA	0861	00000	Discretionary				adjust Sal based on last payro	(3,565.30)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	423101	Health & Hospitalizations	0691	00000	Discretionary				adjust Sal based on last payro	(6,823.39)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	423101	Health & Hospitalizations	0741	00000	Discretionary				adjust Sal based on last payro	(6,903.38)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	423101	Health & Hospitalizations	0861	00000	Discretionary				adjust Sal based on last payro	(3,778.44)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	423201	Life Insurance	0691	00000	Discretionary				adjust Sal based on last payro	(114.06)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	423201	Life Insurance	0741	00000	Discretionary				adjust Sal based on last payro	(114.62)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	423201	Life Insurance	0861	00000	Discretionary				adjust Sal based on last payro	(107.69)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	424001	Worker's Compensation	0691	00000	Discretionary				adjust Sal based on last payro	(521.01)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	424001	Worker's Compensation	0741	00000	Discretionary				adjust Sal based on last payro	(521.01)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	424001	Worker's Compensation	0861	00000	Discretionary				adjust Sal based on last payro	(275.30)
1	11	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	416301	Regular Pay NCH	0151	15001	Grants Program	SDMC4	4015100225	6400000000	0225 Budget Transfer Cleanup	8,858.86
1	11	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	421103	Retirement System	0151	15001	Grants Program	SDMC4	4015100225	6400000000	0225 Budget Transfer Cleanup	1,224.65
1	11	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	422001	FICA	0151	15001	Grants Program	SDMC4	4015100225	6400000000	0225 Budget Transfer Cleanup	651.32
1	11	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	10102	General Fund Grants	64010	Instructional Staff Training S	424001	Worker's Compensation	0151	15001	Grants Program	SDMC4	4015100225	6400000000	0225 Budget Transfer Cleanup	88.59
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	416301	Regular Pay NCH	9308	00000	Discretionary				Dept Salary forecast adj	(3,163.88)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	9308	00000	Discretionary				Dept Salary forecast adj	(762.04)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	422001	FICA	9302	00000	Discretionary				Dept Salary forecast adj	0.02
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	422001	FICA	9308	00000	Discretionary				Dept Salary forecast adj	(863.03)
1	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	424001	Worker's Compensation	9308	00000	Discretionary				Dept Salary forecast adj	(112.81)
																			(175,280.80)
2	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	76010	Food Services	411101	Adm/Direct Regular Pay	9855	00000	Discretionary				Dept Salary forecast adj	(7,017.71)
2	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	76010	Food Services	416201	B Support Regular Pay	9855	00000	Discretionary				Dept Salary forecast adj	(1,403.60)
2	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	76010	Food Services	421103	Retirement System	9855	00000	Discretionary				Dept Salary forecast adj	(879.98)
2	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	76010	Food Services	422001	FICA	9855	00000	Discretionary				Dept Salary forecast adj	(544.59)
2	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	76010	Food Services	423101	Health & Hospitalizations	9855	00000	Discretionary				Dept Salary forecast adj	(1,608.86)
2	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	76010	Food Services	423201	Life Insurance	9855	00000	Discretionary				Dept Salary forecast adj	(18.02)
2	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	76010	Food Services	424001	Worker's Compensation	9855	00000	Discretionary				Dept Salary forecast adj	(81.30)
																			(11,554.06)
3	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	2173	00000	Discretionary				Move bgt from 2173 to 0861	(2,638.94)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0072	00000	Discretionary				Supplement bgt adj	38,989.47
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0281	00000	Discretionary				Supplement bgt adj	23,393.00
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0351	00000	Discretionary				Supplement bgt adj	27,969.25
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0431	00000	Discretionary				Supplement bgt adj	42,017.82
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0581	00000	Discretionary				Supplement bgt adj	19,892.88
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0611	00000	Discretionary				Supplement bgt adj	(1,758.32)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0652	00000	Discretionary				Supplement bgt adj	2,576.83
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0691	00000	Discretionary				Supplement bgt adj	1,772.50
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0711	00000	Discretionary				Supplement bgt adj	3,647.48
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0721	00000	Discretionary				Supplement bgt adj	12,706.91
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0752	00000	Discretionary				Supplement bgt adj	15,491.11
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0761	00000	Discretionary				Supplement bgt adj	1,533.69
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0762	00000	Discretionary				Supplement bgt adj	60,098.13
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0842	00000	Discretionary				Supplement bgt adj	(755.70)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0852	00000	Discretionary				Supplement bgt adj	57,864.60
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0853	00000	Discretionary				Supplement bgt adj	928.92
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0861	00000	Discretionary				Supplement bgt adj	6,322.56
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	475004	Part time Hourly Employees	0072	00000	Discretionary				NFC bgt adj	(10,107.36)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	475004	Part time Hourly Employees	0181	00000	Discretionary				NFC bgt adj	(31,978.76)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	475004	Part time Hourly Employees	0351	00000	Discretionary				NFC bgt adj	(6,927.24)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	475004	Part time Hourly Employees	0431	00000	Discretionary				NFC bgt adj	3,851.89

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3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	475004	Part time Hourly Employees	0721	00000	Discretionary				NFC bgt adj	5,489.66
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	475004	Part time Hourly Employees	0762	00000	Discretionary				NFC bgt adj	(3,285.23)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	475004	Part time Hourly Employees	0852	00000	Discretionary				NFC bgt adj	2,373.25
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416301	Regular Pay NCH	0861	00000	Discretionary				Sal & bene adj per last payrol	2,638.94
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	421103	Retirement System	0072	00000	Discretionary				Sal & bene adj per last payrol	2,604.37
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	421103	Retirement System	0181	00000	Discretionary				Sal & bene adj per last payrol	1,593.43
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	421103	Retirement System	0281	00000	Discretionary				Sal & bene adj per last payrol	504.70
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	421103	Retirement System	0351	00000	Discretionary				Sal & bene adj per last payrol	3,379.50
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	421103	Retirement System	0431	00000	Discretionary				Sal & bene adj per last payrol	2,178.62
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	421103	Retirement System	0581	00000	Discretionary				Sal & bene adj per last payrol	208.21
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	421103	Retirement System	0652	00000	Discretionary				Sal & bene adj per last payrol	51.11
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	421103	Retirement System	0711	00000	Discretionary				Sal & bene adj per last payrol	179.96
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	421103	Retirement System	0721	00000	Discretionary				Sal & bene adj per last payrol	1,392.63
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	421103	Retirement System	0761	00000	Discretionary				Sal & bene adj per last payrol	82.00
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	421103	Retirement System	0762	00000	Discretionary				Sal & bene adj per last payrol	3,805.08
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	421103	Retirement System	0852	00000	Discretionary				Sal & bene adj per last payrol	4,306.14
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	421103	Retirement System	0861	00000	Discretionary				Sal & bene adj per last payrol	161.53
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423201	Life Insurance	0072	00000	Discretionary				Sal & bene adj per last payrol	3.79
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423201	Life Insurance	0351	00000	Discretionary				Sal & bene adj per last payrol	8.54
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423201	Life Insurance	0431	00000	Discretionary				Sal & bene adj per last payrol	4.68
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423201	Life Insurance	0581	00000	Discretionary				Sal & bene adj per last payrol	0.70
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423201	Life Insurance	0852	00000	Discretionary				Sal & bene adj per last payrol	9.48
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423201	Life Insurance	0853	00000	Discretionary				Sal & bene adj per last payrol	0.80
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	424001	Worker's Compensation	0072	00000	Discretionary				Sal & bene adj per last payrol	188.73
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	424001	Worker's Compensation	0281	00000	Discretionary				Sal & bene adj per last payrol	43.30
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	424001	Worker's Compensation	0351	00000	Discretionary				Sal & bene adj per last payrol	322.35
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	424001	Worker's Compensation	0431	00000	Discretionary				Sal & bene adj per last payrol	309.41
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	424001	Worker's Compensation	0581	00000	Discretionary				Sal & bene adj per last payrol	15.50
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	424001	Worker's Compensation	0652	00000	Discretionary				Sal & bene adj per last payrol	3.09
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	424001	Worker's Compensation	0711	00000	Discretionary				Sal & bene adj per last payrol	15.40
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	424001	Worker's Compensation	0721	00000	Discretionary				Sal & bene adj per last payrol	291.30
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	424001	Worker's Compensation	0761	00000	Discretionary				Sal & bene adj per last payrol	7.13
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	424001	Worker's Compensation	0762	00000	Discretionary				Sal & bene adj per last payrol	360.01
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	424001	Worker's Compensation	0852	00000	Discretionary				Sal & bene adj per last payrol	447.28
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	424001	Worker's Compensation	0861	00000	Discretionary				Sal & bene adj per last payrol	15.03
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416301	Regular Pay NCH	0701	13820	After School Enrichment	SDMC6	6070108200	6070108202	adjust Sal based on last payro	(137.86)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0072	00000	Discretionary				adjust Sal based on last payro	(21,743.00)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0181	00000	Discretionary				adjust Sal based on last payro	19,883.85
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0281	00000	Discretionary				adjust Sal based on last payro	(21,743.00)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0351	00000	Discretionary				adjust Sal based on last payro	(1,650.00)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0431	00000	Discretionary				adjust Sal based on last payro	(26,319.25)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0581	00000	Discretionary				adjust Sal based on last payro	(19,090.50)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0611	00000	Discretionary				adjust Sal based on last payro	(3,390.12)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0652	00000	Discretionary				adjust Sal based on last payro	(2,978.04)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0691	00000	Discretionary				adjust Sal based on last payro	(1,627.46)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0711	00000	Discretionary				adjust Sal based on last payro	(2,452.46)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0721	00000	Discretionary				adjust Sal based on last payro	(1,072.00)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0752	00000	Discretionary				adjust Sal based on last payro	(14,688.62)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0761	00000	Discretionary				adjust Sal based on last payro	(1,650.00)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0762	00000	Discretionary				adjust Sal based on last payro	(29,060.00)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0842	00000	Discretionary				adjust Sal based on last payro	(1,650.00)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0852	00000	Discretionary				adjust Sal based on last payro	(28,932.30)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0853	00000	Discretionary				adjust Sal based on last payro	(2,051.23)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	416303	Supplement-Stipend	0861	00000	Discretionary				adjust Sal based on last payro	(6,509.04)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	421103	Retirement System	0181	00000	Discretionary				adjust Sal based on last payro	1,896.04
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	421103	Retirement System	0611	00000	Discretionary				adjust Sal based on last payro	(535.44)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	421103	Retirement System	0691	00000	Discretionary				adjust Sal based on last payro	(92.50)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	421103	Retirement System	0721	00000	Discretionary				adjust Sal based on last payro	62.54
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	421103	Retirement System	0752	00000	Discretionary				adjust Sal based on last payro	92.13
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	421103	Retirement System	0842	00000	Discretionary				adjust Sal based on last payro	(187.87)

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3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	421103	Retirement System	0853	00000	Discretionary				adjust Sal based on last payro	(39.57)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	422001	FICA	0072	00000	Discretionary				adjust Sal based on last payro	(1,872.63)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	422001	FICA	0181	00000	Discretionary				adjust Sal based on last payro	(2,169.14)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	422001	FICA	0281	00000	Discretionary				adjust Sal based on last payro	289.44
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	422001	FICA	0351	00000	Discretionary				adjust Sal based on last payro	(2,108.99)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	422001	FICA	0431	00000	Discretionary				adjust Sal based on last payro	(1,659.20)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	422001	FICA	0581	00000	Discretionary				adjust Sal based on last payro	38.89
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	422001	FICA	0611	00000	Discretionary				adjust Sal based on last payro	(409.74)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	422001	FICA	0652	00000	Discretionary				adjust Sal based on last payro	(66.51)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	422001	FICA	0691	00000	Discretionary				adjust Sal based on last payro	(20.00)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	422001	FICA	0701	13820	After School Enrichment	SDMC6	6070108200	6070108202	adjust Sal based on last payro	(10.55)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	422001	FICA	0711	00000	Discretionary				adjust Sal based on last payro	53.86
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	422001	FICA	0721	00000	Discretionary				adjust Sal based on last payro	(3,418.23)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	422001	FICA	0752	00000	Discretionary				adjust Sal based on last payro	39.47
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	422001	FICA	0761	00000	Discretionary				adjust Sal based on last payro	(22.92)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	422001	FICA	0762	00000	Discretionary				adjust Sal based on last payro	329.91
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	422001	FICA	0842	00000	Discretionary				adjust Sal based on last payro	(198.14)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	422001	FICA	0852	00000	Discretionary				adjust Sal based on last payro	845.71
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	422001	FICA	0853	00000	Discretionary				adjust Sal based on last payro	(98.37)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	422001	FICA	0861	00000	Discretionary				adjust Sal based on last payro	85.12
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423101	Health & Hospitalizations	0072	00000	Discretionary				adjust Sal based on last payro	(9,398.99)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423101	Health & Hospitalizations	0181	00000	Discretionary				adjust Sal based on last payro	(8,201.26)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423101	Health & Hospitalizations	0281	00000	Discretionary				adjust Sal based on last payro	(198.75)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423101	Health & Hospitalizations	0351	00000	Discretionary				adjust Sal based on last payro	(8,404.92)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423101	Health & Hospitalizations	0431	00000	Discretionary				adjust Sal based on last payro	(9,653.22)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423101	Health & Hospitalizations	0581	00000	Discretionary				adjust Sal based on last payro	(992.23)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423101	Health & Hospitalizations	0611	00000	Discretionary				adjust Sal based on last payro	(1,766.57)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423101	Health & Hospitalizations	0652	00000	Discretionary				adjust Sal based on last payro	(941.18)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423101	Health & Hospitalizations	0691	00000	Discretionary				adjust Sal based on last payro	(974.76)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423101	Health & Hospitalizations	0711	00000	Discretionary				adjust Sal based on last payro	(457.12)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423101	Health & Hospitalizations	0721	00000	Discretionary				adjust Sal based on last payro	(8,099.00)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423101	Health & Hospitalizations	0752	00000	Discretionary				adjust Sal based on last payro	(992.23)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423101	Health & Hospitalizations	0761	00000	Discretionary				adjust Sal based on last payro	(1,099.75)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423101	Health & Hospitalizations	0762	00000	Discretionary				adjust Sal based on last payro	(11,489.24)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423101	Health & Hospitalizations	0842	00000	Discretionary				adjust Sal based on last payro	(992.03)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423101	Health & Hospitalizations	0852	00000	Discretionary				adjust Sal based on last payro	(11,038.42)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423101	Health & Hospitalizations	0853	00000	Discretionary				adjust Sal based on last payro	(968.06)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423101	Health & Hospitalizations	0861	00000	Discretionary				adjust Sal based on last payro	(397.50)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423101	Health & Hospitalizations	9323	13820	After School Enrichment				adjust Sal based on last payro	276,780.94
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423201	Life Insurance	0611	00000	Discretionary				adjust Sal based on last payro	(5.66)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	423201	Life Insurance	9323	13820	After School Enrichment				adjust Sal based on last payro	2,690.99
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	424001	Worker's Compensation	0181	00000	Discretionary				adjust Sal based on last payro	252.85
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	424001	Worker's Compensation	0611	00000	Discretionary				adjust Sal based on last payro	(48.48)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	424001	Worker's Compensation	0691	00000	Discretionary				adjust Sal based on last payro	(15.50)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	424001	Worker's Compensation	0721	00000	Discretionary				adjust Sal based on last payro	28.23
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	424001	Worker's Compensation	0752	00000	Discretionary				adjust Sal based on last payro	15.49
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	424001	Worker's Compensation	0842	00000	Discretionary				adjust Sal based on last payro	(16.57)
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	424001	Worker's Compensation	0853	00000	Discretionary				adjust Sal based on last payro	(3.90)
3	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	91010	Community Services	431001	Prof & Technical Services	9322	12482	Take Stock in Children				correct printing neg bal	(0.10)
3	11	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	91010	Community Services	439002	Printing	9322	12482	Take Stock in Children				correct printing neg bal	0.10
3	11	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	91010	Community Services	439001	Other Purchased Services	9322	12482	Take Stock in Children				Rev Rec Per 11 Exp	234.75
																			322,411.33

Health Insurance Fund
May 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(11,678,999)	(11,678,999)	-	0.00%	
30X	Revenue	(52,961,000)	(53,293,665)	(332,665)	0.63%	
77X	Central Services	58,772,732	59,105,398	332,665	0.57%	
9XX	Unappropriated Fund Balances	5,867,267	5,867,267	-	0.00%	

Workers Comp
May 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(2,022,148)	(2,022,148)	-	0.00%	
30X	Revenue	(2,605,900)	(2,680,394)	(74,494)	2.86%	
77X	Central Services	2,620,799	2,695,293	74,494	2.84%	
9XX	Unappropriated Fund Balances	2,007,249	2,007,249	-	0.00%	

Trust Agency
May 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(600,754)	(600,754)	-	0.0%	
30X	Revenue	(722,036)	(728,461)	(6,425)	0.9%	
5XX	Instructional	705,609	712,034	6,425	0.9%	
61X	Pupil Personnel Services	40,510	40,510	-	0.0%	
64X	Instructional Staff Training Services	1,500	1,500	-	0.0%	
72X	General Administration (Super)	50	50	-	0.0%	
77X	Central Services	16,234	16,234	-	0.0%	
9XX	Unappropriated Fund Balance	558,886	558,886	-	0.0%	

Special Revenue
May 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
30X	Revenue	(176,511,709)	(177,263,856)	(752,146)	0.4%	
5XX	Instructional	87,856,230	88,734,209	877,979	1.0%	
61X	Pupil Personnel Services	33,763,288	33,754,140	(9,148)	0.0%	
62X	Instructional Media Services	40,962	40,962	-	0.0%	
63X	Curriculum	9,917,256	9,965,405	48,150	0.5%	
64X	Instructional Staff Training	10,847,956	10,681,036	(166,920)	-1.5%	
65X	Instructional Technology	90,827	91,310	483	0.5%	
71X	Board	1,076	1,076	-	0.0%	
72X	General Admin Superintendent	8,157,257	8,191,447	34,190	0.4%	
73X	School Administration	391,730	391,730	-	0.0%	
74X	Construction Services	10,765	10,765	-	0.0%	
75X	Fiscal Services	727,581	727,581	-	0.0%	
76X	Food Services	280,890	280,890	-	0.0%	
77X	Central Services	148,982	148,982	-	0.0%	
78X	Transportation	2,865,465	2,832,879	(32,586)	-1.1%	
79X	Operation of Plant	3,144,808	3,144,808	-	0.0%	
81X	Maintenance of Plant	55,387	55,387	-	0.0%	
82X	Administrative Technology Serv	2,246,128	2,246,128	-	0.0%	
91X	Community Services	73,027	73,027	-	0.0%	
97X	Transfers	15,892,095	15,892,095	-	0.0%	

Food Service Fund
May 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(6,913,448)	(6,913,448)	-	0.00%	
30X	Revenue	(32,344,579)	(32,344,579)	-	0.00%	
76X	Food Services	32,654,786	32,654,786	-	0.00%	
9XX	Unappropriated Fund Balances	6,603,241	6,603,241	-	0.00%	

AGENDA ITEM NO. 13.2

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on September 13, 2022

Executive Summary
The purpose of the requested amendments is to update the following School Board policies to conform to current legislation and eliminate redundant and obsolete language. The effect is that policies will be current and easier to understand and use.

Policy 1213/3213/4213 - Student Supervision and Welfare (Revised)

Policy 1590/3590/4590 - Personnel File (Revised)

Policy 2520 - Selection and Adoption of Instructional Materials (Revised)

Policy 5780 - Student/Parent Rights (Revised)

Policy 8141 - Mandatory Reporting of Misconduct (Revised)

Policy 8405 - School Safety and Security (Revised)

Policies will be electronically published, hyperlinked and keyword searchable.

Approving the advertising and setting Public Hearing assures compliance with the provisions of Section 120.54(3)(a)1, Florida Statutes (2021).

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Inclusive Culture & Engagement | Goal 4
Enhance parent and community engagement.

Safety | Goal 2
Increase the capabilities of all district schools to appropriately prevent and intervene with unsafe and disruptive student behaviors, while reducing the number of instructional days lost to Out of School Suspensions.

Recommendation
The Superintendent recommends approval of advertising a Notice of Intent to amend School Board Policies and setting a Public Hearing at the Board Meeting on September 13, 2022.

Financial Impact
The cost to implement this agenda item will not exceed $200.00 for advertising in the newspaper. The funding source for this expenditure is the General Operating Fund and is included in the Board's proposed budget for the 2022-2023 school year.

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
Policies for September 13, 2022 Public Hearing

Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on September 13, 2022

Policy 1213/3213/4213 - Student Supervision and Welfare (Revised)

- Revision due to recently passed legislative HB1557(2022)

Policy 1590/3590/4590 - Personnel File (Revised)

- Revision due to recently passed legislative HB131(2021)

Policy 2520 - Selection and Adoption of Instructional Materials (Revised)

- Revision due to recently passed legislative HB1467

Policy 5780 – Student/Parent Rights (Revised)

- Revision due to recently passed legislative HB15597(2022)

Policy 8141 - Mandatory Reporting of Misconduct (Revised)

- Revision due to recently passed legislative HB131(2021)

Policy 8405 - School Safety and Security (Revised)

- F.A.C. Rule 6A-1.0018 requires "Districts" to establish policies that explain the process the School Safety Specialist will use to identify instances of noncompliance at a school with a requirement in this rule, or other state law or rules relating to safety. The revisions to this policy are intended to provide more targeted information identifying processes that will be employed by the School Safety Specialist to identify and correct instances of noncompliance.

Each administrator shall maintain a standard of care for the supervision, control, and protection of students commensurate with their assigned duties and responsibilities which include, but are not limited to, the following:

A. An administrator shall report immediately any accidents or safety hazards about which ~~s/he~~ they are is informed or detects to their ~~his/her~~ supervisor as well as to other authorities or District staff members as may be required by established policies and procedures.

B. An administrator shall report unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to their supervisor and any applicable local public safety agencies and/or school officials in accordance with Policy 8406 - *Reports of Suspicious and Potential Threats to Schools.*

C. An administrator shall require staff under their ~~his/her~~ supervision to provide proper instruction in safety matters as presented in assigned course guides.

D. An administrator shall not send students on any non-school related errands.

E. **An administrator shall encourage a student to discuss issues relating to the student's well-being with the student's parent, or shall facilitate the student's discussion of the issue with the parent.**

F. **An administrator shall notify the parent of a student if there is a change in the student's services or monitoring related to the student's mental, emotional, or physical health or well-being and in the school's ability to provide a safe and supportive learning environment for the student. Notice shall be made as soon as reasonably possible. The administrator shall make a good faith effort to speak with the parent either in person or by telephone, with follow-up written notice by e-mail or U.S. mail.**

G. **An administrator may not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being.**

H. An administrator shall not inappropriately associate with students at any time in a manner which may give the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve illegal substances such as drugs, alcohol, or tobacco. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal liability and discipline up to and including termination of employment.

I. An administrator shall not knowingly distribute to a minor any material that is obscene and harmful to minors, as defined in F.S. 847.012, in any format and/or by any manner. An administrator who knowingly distributes any such material to a minor also commits a felony under State law and is subject to disciplinary action up to and including termination.

J. An administrator shall not disclose personally identifiable information about a student to third persons unless specifically authorized by law or the student's parent(s) to do so.

K. An administrator who is transporting a student should not do so unless accompanied by another adult.

L. A student shall not be required to perform work or services that may be detrimental to their ~~his/her~~ health.

M. Administrators are discouraged from engaging students in social media and online networking media, including but not limited to such as Facebook, Twitter, Snapchat, Instagram, etc.

N. Administrators are expressly prohibited from posting any video or comment pertaining to any student on social network sites or similar forums, such as YouTube.

Since most information concerning a child in school is confidential under Federal and State laws, any staff member who shares confidential information with another person not authorized to receive the information may be subject to discipline and/or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, and alleged child abuse.

Pursuant to the laws of the State, each administrator shall report to the proper legal authorities immediately any sign of suspected child abuse, abandonment, or neglect.

Revised 10/23/18
Revised 8/11/20
Revised 1/25/22

F.S. 119.011
F.S. 847.012
F.S. 1001.42
F.S. 1001.51
F.S. 1002.22
F.S. 1003.32
F.S. 1006.07
20 U.S.C. 1232
34 C.F.R. Part 99

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Each instructional staff member shall maintain a standard of care for the supervision, control, and protection of students commensurate with their assigned duties and responsibilities which include, but are not limited to, the following:

A. An instructional staff member shall report immediately to a building administrator any accidents or safety hazards **they detect** ~~**s/he detects**~~.

B. An instructional staff member shall report unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to their supervisor and any applicable local public safety agencies and/or school officials in accordance with Policy 8406 - *Reports of Suspicious Activity and Potential Threats to Schools*.

C. An instructional staff member shall provide proper instruction in safety matters as presented in assigned course guides.

D. An instructional staff member shall not send students on any nonschool-related errands.

E. **An instructional staff member shall encourage a student to discuss issues relating to the student's well-being with the student's parent, or shall facilitate the student's discussion of the issue with the parent.**

F. **An instructional staff member shall advise and consult with the principal if there is a change in a student's services or monitoring related to a student's mental, emotional or physical health or well-being and the school's ability to provide a safe and supportive learning environment for the student. The staff member shall assist the principal in notifying the parent of any such change.**

G. **An instructional staff member shall not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being.**

H. An instructional staff member shall not inappropriately associate with students at any time in a manner which may give the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve illegal substances such as drugs, alcohol, or tobacco. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal liability and discipline up to and including termination of employment.

I. An instructional staff member shall not knowingly distribute to a minor any material that is obscene and harmful to minors, as defined in F.S. 847.012, in any format and/or by any manner. An instructional staff member who knowingly distributes any such material to a minor also commits a felony under State law and is subject to disciplinary action up to and including termination.

J. An instructional staff member shall not transport students in a private vehicle without approval of the principal and unless accompanied by another adult.

K. A student shall not be required to perform work or services that may be detrimental to **their** ~~**his/her**~~ health.

L. Staff members are discouraged from engaging students in social media and online networking media, including but not limited to Facebook, Twitter, Snapchat, **Instagram,** etc.

M. Staff members are expressly prohibited from posting any video or comment pertaining to any student on social network sites or similar forums, such as YouTube.

Since most information concerning a child in school, other than directory information described in Policy 8330, is confidential under Federal and State laws, any staff member who shares confidential information with another person not authorized to receive the information may be subject to discipline and/or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, and alleged child abuse.

Pursuant to the laws of the State, each instructional staff member shall report to the proper legal authorities immediately any sign of suspected child abuse, abandonment, or neglect.

Revised 10/23/18
Revised 1/25/22

F.S. 119.011
F.S. 847.012
F.S. 1001.42
F.S. 1001.51
F.S. 1002.22
F.S. 1003.32
F.S. 1006.07
20 U.S.C. 1232
34 C.F.R. Part 99

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Each support staff member shall maintain a standard of care for the supervision, control, and protection of students commensurate with assigned duties and responsibilities which include, but are not limited to, the following:

A. A support staff member shall report immediately to a building administrator any accidents or safety hazards **they detect** ~~**s/he detects**~~.

B. A support staff member shall report unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to their supervisor and any applicable local public safety agencies and/or school officials in accordance with Policy 8406 - *Reports of Suspicious Activity and Potential Threats to Schools*.

C. A support staff member shall not send students on any non-school related errands.

D. **A support staff member shall encourage a student to discuss issues relating to the student's well-being with the student's parent, or shall facilitate the student's discussion of the issue with the parent.**

E. **A support staff member shall advise and consult with the principal if there is a change in a student's services or monitoring related to a student's mental, emotional or physical health or well-being and the school's ability to provide a safe and supportive learning environment for the student. The support staff member may assist the principal in notifying the parent of any such change.**

F. **A support staff member shall not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being.**

G. A support staff member shall not inappropriately associate with students at any time in a manner which may give the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve illegal substances such as drugs, alcohol, or tobacco. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal liability and discipline up to and including termination of employment.

H. A support staff member shall not knowingly distribute to a minor any material that is obscene and harmful to minors, as defined in F.S. 847.012, in any format and/or by any manner. A support staff member who knowingly distributes any such material to a minor also commits a felony under State law and is subject to disciplinary action up to and including termination.

I. A support staff member shall not transport students in a private vehicle without the approval of a building administrator.

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Pursuant to the laws of the State, each support staff member shall report to the proper legal authorities, immediately, any sign of suspected child abuse, abandonment, or neglect.

Revised 10/23/18
Revised 1/25/22

F.S. 119.011
F.S. 847.012
F.S. 1001.42
F.S. 1001.51
F.S. 1002.22
F.S. 1003.32
F.S. 1006.07
20 U.S.C. 1232
34 C.F.R. Part 99

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1590 - **PERSONNEL FILE**

It is necessary for the orderly operation of the School District to prepare a personal information system for the retention of appropriate files bearing upon an employee's duties and responsibilities to the District and the District's responsibilities to the employee.

The School Board requires that sufficient records exist to determine an employee's qualifications for the job held, compliance with Federal, State, and local benefit programs, conformance with District rules, and evidence of completed evaluations. Such records will be kept in compliance with the laws of the State of Florida. Materials relating to work performance, discipline, suspension, or dismissal will be reduced to writing and signed by a person competent to know the facts or make the judgment. The resignation or termination of an employee before an investigation of alleged misconduct by the employee affecting the health, safety, or welfare of a student is concluded must be clearly indicated in an employee's personnel file.

The term personnel file as used in this section shall mean all records, information, data, or materials maintained by a public school system, in any form or retrieval system whatsoever, with respect to any of its instructional staff, which are uniquely applicable to that employee, whether maintained in one (1) or more locations.

Only that information which pertains to the professional role of the employee and submitted by duly authorized school administrative personnel and the Board may be entered in the official record file.

Pursuant to State law, a complaint of misconduct against a District employee, and all information obtained pursuant to an investigation by the District of the complaint of misconduct, are confidential and exempt from inspection or copying until the investigation ceases to be active, or until the District provides written notice to the employee who is the subject of the complaint, in the manner set forth below, that the District has either:

A. concluded the investigation with a finding not to proceed with disciplinary action or file charges, or

B. concluded the investigation with a finding to proceed with disciplinary action and/or to file charges. If the investigation results in such a finding, the District shall also file a legally sufficient complaint regarding the misconduct as required by State law and Policy 8141 - Mandatory Reporting of Misconduct by Certificated Employees.

Notwithstanding F.S. 1012.31(3)(a)1, 1012.796(4), and this policy, 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.

Materials relating to work performance, discipline, or dismissal must be reduced to writing and signed by an individual competent to know the facts or make the judgment. In cases of separation due to termination or resignation in lieu of termination, the person shall execute and maintain an affidavit of separation, on the form adopted by the Florida Department of Education, setting forth in detail the facts and reasons for such separation. The affidavit must expressly disclose when separation is due to a report of sexual misconduct with a student. The affidavit of separation must be executed under oath and constitutes an official statement within the purview of F.S. 837.06. The affidavit of separation must include conspicuous language that intentional false execution of the affidavit constitutes a misdemeanor of the second degree.

Regardless of the status of an investigation, any legally sufficient complaint will be filed in writing with Florida Department of Education (FLDOE) within thirty (30) days after the date on which the subject matter of the complaint comes to the attention of the District pursuant to F.S. 1012.796(1, d, 1). A complaint is legally sufficient if it contains ultimate facts that show a violation has occurred as provided in F.S. 1012.795 and defined by rule of the State Board of Education.

Any material that is derogatory to an employee shall not be open to inspection for an additional ten (10) days after the employee has been notified either:

A. by certified mail, return receipt requested, to the employee's ~~his/her~~ address of record; or

B. by personal delivery. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

No record in a personnel file which is confidential and exempt from inspection and copying pursuant to applicable law shall be disclosed except as provided by applicable law.

The Superintendent shall maintain a record in each personnel file of those persons reviewing the files each time they are reviewed.

A copy of each such entry shall be given to the employee upon request.

The employee shall have access to the employee's ~~his/her~~ file upon request.

The related procedures manual is entitled Personnel File Procedures.

Revised 9/10/19
Revised 5/24/22

F.S. 119.011
F.S. 119.07
F.S. 119.071
F.S. 1012.31
F.S. 1012.797

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2520 - SELECTION AND ADOPTION OF INSTRUCTIONAL MATERIALS

The School Board adopts courses of study pursuant to State law. When adopting courses of study, State law also requires the Board to adopt and provide adequate instructional materials to students enrolled in the District.

"Adequate instructional materials" means a sufficient number of student or site licenses or sets of materials that are available in bound, unbound, kit, or package form and may consist of hard-backed or soft-backed textbooks, electronic content, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software that serves as the basis for instruction for each student in the core courses of mathematics, language arts, social studies, science, reading, and literature.

Furthermore, Federal law requires the Board to provide accessible instructional materials as specified in a student's Individualized Education Program (IEP). Such accessible instructional materials may be of a type or in a format as specified in the definition of adequate instructional materials in this policy.

As required by State law, instructional materials adopted and used in the District shall be consistent with the goals and objectives in the District's adopted course of study and with the course descriptions established by State Board rule. The Board is responsible for the content of all instructional materials and any other materials used in a classroom, made available in a school library, or included on a reading list. Upon written request, an individual will be provided access to material or books specified in the written request that are maintained in a District library if such material or books are available for review. The school principal shall arrange for a convenient time to provide such access.

The Superintendent shall develop administrative procedures that set forth a process to involve staff in the review and evaluation of instructional materials. The staff involved in this process shall recommend to the Superintendent for submission to the Board for adoption the instructional materials that address the goals and objectives for adopted courses of study and the course descriptions established by State Board rule. The instructional materials shall be from the State-adopted instructional materials list if there has been a State adoption or from publishers and other resources if there has not been a State adoption.

The Superintendent's procedures shall also prescribe the process for the acquisition, management, use, accountability, and reporting requirements of all instructional materials.

Adoption of Instructional Materials

Prior to submitting a recommendation to the Board regarding the recommended instructional materials, those materials will be accessible for review online for at least twenty (20) calendar days prior to the open publicly noticed meeting at which a public hearing will be held so that the Board can receive comment, if any, about the instructional material under consideration for adoption. The Superintendent shall establish reasonable safeguards against the unauthorized use, reproduction, and distribution of the instructional material under consideration.

Following the public hearing, the Board may act upon the Superintendent's recommendation to adopt the instructional materials.

At an open publicly noticed meeting following the meeting at which the instructional material is adopted, the Board shall consider a recommendation to approve an annual instructional materials plan that identifies any instructional materials to be purchased pursuant to the instructional materials review process described herein.

The Superintendent shall maintain a list of all adopted instructional materials.

Purchase of Instructional Materials

Following adoption by the Board, requisitions shall be issued to purchase current instructional materials from the State-adopted instructional materials list so that each student in kindergarten through grade 12 will have a major tool of instruction in core courses of the subject areas of mathematics, language arts, science, social studies, reading, and literature. Any materials purchased shall be free of pornography and material prohibited under F.S. 847.012, suited to student needs and their ability to comprehend the material presented, and appropriate for the grade level and age group for which the materials are used or made available.

Requisitions shall also be issued to purchase instructional materials that will be the major tool of instruction for subjects in the State Course Code Directory for which the Board has adopted courses of study, but for which there are no materials on the State-adopted instructional materials list.

The Superintendent shall approve these purchases.

In any year in which the total instructional materials allocation for District has not been expended or obligated prior to June 30th, the unobligated amount shall be carried forward and added to the next year's allocation.

The District shall maintain on its website a current list of instructional materials, by grade level, purchased by the District.

Presentations to Students

Presentations to individuals or students by outside groups are deemed to be instructional, and as such, are subject to principal approval. These presentations must support the District curriculum and be approved by the principal in writing.

Achieving Desired Results from Instructional Materials

To achieve the desired results, the instructional materials must conform to the following:

A. be used as designed, including the recommended protocols of the time required;

B. support the current Florida State standards and District curriculum;

C. be culturally relevant;

D. be used in such a way that appropriate instructional practices meet the needs of all students, included ESE (Exceptional Student Education), ELL (English Language Learners), and gifted;

E. be the most current materials whether adopted, non-adopted, or ancillary;

F. contribute to achieving the District's mission and strategic objectives;

G. be included as part of teachers' lesson plans.

Criteria for Evaluation of Instructional Materials

As an inherent condition of employment, all instructional personnel must ensure that any materials used with student meet the criteria as follows:

A. support or contribute to achieving the School District's mission, core values, and strategic objectives;

B. provide an accurate portrayal of ethic, socioeconomic, cultural, and racial diversity in our society;

C. are accurate, objective, current, age appropriate, and suited to the academic needs, reading levels, and comprehension levels of students, including ESE, ELL, and gifted;

D. meet the State and District standards;

E. are free of pornography or materials that is otherwise prohibited by Florida statute.

Use of Electronic Media

A. Instructional staff are required to be knowledgeable of the current School District's procedures regarding the Motion Picture Association of America (MPAA) Rating System for DVDs and other commercially produced non-print electronic media.

B. The MPAA Rating System is defined as follows:

1. G – Movie suitable for all ages

2. PG – Parental guidance suggested – Contains mature themes, may not be suitable for young children.

3. PG 13 – Parents strongly cautioned – Contains mature themes, may not be suitable for children under thirteen (13) years old.

4. R – Restricted – Contains mature themes (usually sex, violence, or profanity). Children under seventeen (17) not admitted without an adult.

5. NC17 – No children under seventeen (17) admitted.

C. Instructional staff must adhere to rules for using DVDs and other commercially produced electronic medial in the District. The use of electronic media must be relevant to the District curriculum and reflected in the lesson plan.

1. If films having a rating other than G are to be used at the elementary school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic medial title prior to its showing. Teachers will offer parents an opportunity to preview the materials.

2. If films having a rating other than G or PG are to be used at the middle school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic media title prior to its showing. Teachers will offer parents an opportunity to preview the materials.

3. If films having a rating other than G, PG, or PG-13 are to be used at a high school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic media title prior to its showing. Teachers will offer parents an opportunity to preview the materials.

Inventory of Adopted and District Wide Instructional Materials

A. An annual inventory of all State adopted and District approved instructional materials and related teacher support materials for those items (not including consumables) shall be completed by each school site. This inventory includes materials purchased for use in place of State adopted items. The annual instructional materials inventory shall be completed through the District's approved software program for textbook inventory.

B. Each school shall complete and submit reports showing "0" quantity of unaccounted titles along with a list of lost/unaccounted materials to the District Instructional Materials Office to substantiate that the school's instructional materials inventory is complete. Items marked as "unaccounted for" shall remain marked as such in the inventory record for the duration of the adoption for the subject.

Accountability

A. Each District school is accountable to the Board for the replacement or reimbursement of all lost State adopted and District recommended instructional materials.

B. If a student fails to pay for lost or damaged instructional materials either through monetary payment or community service, the principal may suspend the student from participating in extra-curricular activities until the obligation is satisfied.

C. All instructional materials purchased with District or school funds remain the property of the School District and must be retained at the site. Teachers to whom materials are checked out must return these materials before transferring to another school or leaving the District. Teachers will be required to pay for lost or damaged materials. If they do not make adequate restitution, they will be subject to disciplinary action. Materials lost by students or teachers will be replaced by the purchase of a duplicate copy in good condition for the first two (2) years after being marked lost or until the end of the adoption whichever comes first or payment of 100% of the original cost. This obligation shall remain open and active until satisfied.

D. Each school principal shall provide information regarding responsibility about and the value of loaned instructional materials to parents, students, and teachers. The District's "Code of Student Conduct" will include reference to the student's responsibility for lost books. The school will ensure that the school's teacher handbook includes reference to the teacher's responsibility regarding instructional materials loaned to them for use.

E. The following Florida statute should be included in both student and teacher handbooks. Responsibility of students and parents for instructional materials are as follows:

1. All instructional materials purchased under the provisions of this part are the property of the District. When distributed to the students, these instructional materials are on loan to the students while they are pursuing their courses of study and are to be returned at the direction of the school principal or the teacher in charge. Each parent of a student to whom or for whom instructional materials have been issued, is liable for any loss or destruction of, or unnecessary damage to, the instructional materials or for failure of the student to return the instructional materials when directed by the school principal or the teacher in charge and shall pay for such loss, destruction, or unnecessary damage as provided by law.

2. Nothing in this part shall be construed to prohibit parents from exercising their right to purchase instructional materials from the School District.

Sale of Instructional Materials

A. The Board does not keep an inventory of instructional materials used in the District's schools for loan or sale to community members.

B. Those wishing to purchase copies of the textbooks used by the students in the School District should contact the Board Instructional Materials Office where assistance in procuring the appropriate materials will be provided.

Obsolete, Unserviceable or Surplus Instructional Materials

A. Instructional materials may become obsolete, unserviceable, or surplus as follows:

1. when they are replaced by newly adopted materials;

2. when the condition of the materials makes them unwanted.

With District level approval through the Instructional Materials Office, schools are encouraged to give their unwanted instructional materials to other public education programs within the District or State, to their teachers to use in developing supplementary teacher materials, to students or others, or to any charitable organization, governmental agency, home education students, or private schools. School District Instructional Materials labels must be removed from any and all surplus materials being received by any organization or individual.

B. District or schools may sell their unwanted instructional materials that are out of adoption to used book dealers, recycling plants, pulp mills, or other persons, firms, or corporations upon such terms as most economically advantageous to the School District.

Replacement and Purchase of Instructional Materials by Students/Parents

Students shall be held responsible for the cost of replacing any instructional materials lost, destroyed, or unnecessarily damaged. Failure to provide payment for the damage or loss may result in the suspension of the student from participation in extra-curricular activities, or the debt may be satisfied by the student performing community service activities at the school site as determined by the school principal.

A student or his/her parent(s) may purchase a copy of the designated course instructional materials, regardless of format, for the District's purchase price, including shipping, plus ten percent (10%).

Cost of materials may be charged for materials used in those activities beyond the basic curriculum in which a student elects to participate, particularly in activities where the product becomes the property of the student.

Process for Parents and Residents to Contest Adoption of Instructional Materials

The following individuals may file an objection to the adoption of a specific instructional material:

A. parents of students in the District; and

B. residents of the county.

For purposes of this policy, "resident" means a resident of the county who has maintained his/her residence in Florida for the preceding year, has purchased a home that is occupied by him/her as his/her residence, or has established a domicile in Florida pursuant to F.S. 222.17.

Filing a Petition

A parent or resident must file a petition with the Board within thirty (30) calendar days after the Board's adoption of specific instructional material on a form provided by the Board. The petition form shall be publicly available by visiting any school in person or by accessing the link on the Board's website. The petition must be signed by the parent or resident, include the required contact information, and state the objection to the instructional material based on the criteria set forth in F.S. 1006.31(2) or 1006.40(3)(d).

Timeframe for Hearing

When the thirty (30) calendar day period following Board adoption of the instructional material in question has expired, the Board will conduct at least one (1) open public hearing before an unbiased and qualified hearing officer for all timely petitions received.

Hearing Officers

Hearing officers are not employees or agents of the District with the exception of any agreement entered into for purposes of conducting the hearings set forth herein. Hearing officers shall be selected annually by the Board from a list of candidates provided by the Superintendent.

Procedures for Hearings

Petitioners will have an adequate and fair opportunity to be heard and present evidence to the hearing officer. Hearings shall be conducted as follows:

A. The petitioner may make an opening statement.

B. The District's representative may make an opening statement.

C. The petitioner may present evidence (including documents and testimony from witnesses) that instructional material does not meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.

D. The District representative may present evidence (including documents and testimony from witnesses) that the instructional material does meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.

E. The petitioner may make a closing statement.

F. The District representative may make a closing statement.

Within fourteen (14) days of the date of the hearing, the hearing officer shall submit a recommended order to the Board. The Board shall consider the recommended order and enter a final order at a publicly noticed Board meeting. If the petitioner proves that instructional material does not meet the criteria required under F.S. 1006.28, or contains prohibited material under that statute, it shall be removed in accordance with Florida law. The Board's decision is final and not subject to further petition or review.

Hearings under this policy are not subject to the provisions of F.S. Chapter 120.

Parent and Resident Objections to Instructional Material Used in Classrooms, Made Available in a School Library, or Included on a Reading List

Parents and residents of the county may object to the use of a specific instructional material in the classroom, made available in a school library, or included on a reading list based on the criteria set forth in F.S. 1006.28(2)(a)2. or F.S. 1014.05(1)(c).

For purposes of this policy, "resident" means a resident of the county who has maintained their residence in Florida for the preceding year, has purchased a home that is occupied them as their residence, or has established a domicile in Florida pursuant to F.S. 222.17.

Parents and residents of the county should make any such objection in writing to the principal identifying the specific instructional material and stating the basis for the objection.

The principal will review the objection and may meet with the teacher or objector, or both, in an attempt to resolve the objection, which may include using an alternative instructional material. If the objection is not resolved to the objector's satisfaction, the principal shall refer the matter to the appropriate District-level curriculum supervisor.

The District-level curriculum supervisor will meet with the objector and attempt to resolve the objection. If the objection is still not resolved to the objector's satisfaction, the matter will be referred for a hearing, using the hearing procedures set forth in Policy 2520.

If the Board finds that the instructional material does not meet the criteria under F.S. 1006.28(2)(a)2.a. or that any other material contains prohibited content under F.S. 1006.28(2)(a)2.b., the district will discontinue use of the material for any grade level or age group for which such use is inappropriate or unsuitable. The decision of the Board shall be final.

Free School-Related Instructional Materials

Free instructional materials may be accepted for classroom and school purposes under conditions that meet all the following criteria:

A. The initiative for securing the materials should be of the type that teachers seek rather than materials forwarded to them to promote the interests of an outside agency.

B. The materials should fill a legitimate purpose of the school curriculum.

C. The advertising feature of the materials should be minimized.

D. Educational films should contain a minimum amount of commercial advertising.

Equipment or Instructional Materials Vendors

The principal may permit vendors to demonstrate and show only that equipment and instructional materials which can be used to improve the instructional program and which are under consideration for purchase by the school.

New Worlds Reading Initiative

The New Worlds Reading Initiative, created by the Florida Department of Education, provides high-quality, free books directly to K-5 students who score below a level 3 in the preceding year's statewide English Language Arts Assessment (ELA), or having a substantial reading deficiency. The school district must notify parents of eligible students in writing and provide them with the application form, which must allow for the selection of specific book topics or genres for the student. The district must coordinate monthly book deliveries with the program administrator beginning no later than October and continuing through at least June. However, for the 2021-2022 school year only, delivery may begin no later than December 31, 2021. The district must participate in the initiative by partnering with local nonprofit organizations and raising awareness by using marketing materials provided by the program administrator. A student's eligibility for the initiative continues until promotion to grade 6 or until the parent opts out of the initiative.

The District shall coordinate with each charter school it sponsors for the purposes of identifying eligible students, notifying parents, coordinating book deliveries, providing the opportunity to annually select book topics and genres, and raising awareness of the initiative.

F.S. 119.071
F.S. 212.183
F.S. 1001.215
F.S. 1002.22
F.S. 1003.485
F.S. 1006.28
F.S. 1006.28 through 1006.42
F.S. 1008.22
F.S. 1008.25(5) (a)
F.S. 1008.25 (5) (c)
F.S. 1014.05
F.A.C. 6A-6.03028
34 C.F.R. Part 300

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Revised 1/25/22

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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, **they** ~~**s/he**~~ may authorize those school matters previously handled by **their** ~~**his/her**~~ parents, but **the student** ~~**s/he**~~ also assumes the responsibility for **their** ~~**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 **their** ~~**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 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.

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.

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, ~~and~~ 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. Private 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.

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 ~~with Disabilities~~

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** ~~**Form 5780 F1**~~ 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 Reading 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.

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 **their** ~~**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 **their** ~~**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 **they** ~~**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.

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.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. 1006.07
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

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8141 - **MANDATORY REPORTING OF MISCONDUCT**

The School Board recognizes its responsibilities to effectively address employee misconduct and, where determined appropriate, to provide a measured disciplinary response consistent with due process.

For purposes of this policy, the term "employee(s)" includes all employees of the District and officers of the District as defined in F.S. 1012.01.

Reporting Misconduct

All employees are required to report to the Superintendent alleged misconduct by District employees which affects the health, safety, or welfare of a student, including misconduct that involves engaging in or soliciting sexual, romantic, or lewd conduct with a student.

If the alleged misconduct to be reported is regarding the Superintendent, the District employee shall report the alleged misconduct to the Board attorney. Failure to report such alleged misconduct shall result in appropriate disciplinary action (F.S. 1012.796[d]).

The Superintendent shall investigate any allegation of misconduct by District employees which affects the health, safety, or welfare of a student, including misconduct that involves engaging in or soliciting sexual, romantic, or lewd conduct with a student, and shall report the alleged misconduct to the Department of Education as required in F.S. 1012.796, 1001.51(12, b), 1001.42(7, b), and must notify the Florida Department of Education of the result of the investigation and whether the misconduct warranted termination, regardless of whether the person resigned or was terminated before the conclusion of the investigation.

Staff alleged to have committed such misconduct shall be reassigned pending the outcome of a misconduct investigation.

Parental Notification of Alleged Misconduct

Within thirty (30) days of the date on which the District learns of misconduct by instructional personnel, educational support personnel, and school administrators that affects the health, safety, or welfare of a student, including misconduct that involves engaging in or soliciting sexual, romantic, lewd conduct with a student, or any conduct that would result in disqualification from educator certification or employment as provided in F.S. 1012.315, the parent of a student who was subjected to or affected by such misconduct shall receive notification informing the parent of the following:

A. the alleged misconduct, including which allegations have been substantiated, if any;

B. whether the District reported the misconduct to the FLDOE if required by F.S. 1012.796;

C. the sanctions imposed by the District against the employee, if any; and

D. support the District will make available to the student subjected to or affected by the misconduct.

Parental notification shall be provided consistent with the provisions set forth in Policy 1590, Policy 3590, and Policy 4590, including the statutory requirement that school administrators, educational support personnel, and instructional staff members be provided ten (10) days notice before the disclosure of derogatory material.

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.

Filing a Complaint with the Department of Education

If it is alleged that an instructional staff member, educational support personnel, or administrator has committed a violation as provided in F.S. 1012.795, and defined by rule of the State Board of Education, the Superintendent shall file with the Department of Education a legally sufficient complaint within thirty (30) days after the date on which the subject matter of the complaint came to the attention of the Superintendent, regardless of whether the subject of the complaint is still an employee of the District. A complaint is legally sufficient if it contains ultimate facts that show a violation has occurred as provided in F.S. 1012.795 and defined by rule of the State Board of Education. The Superintendent shall include all known information relating to the complaint with the filing of the complaint. This paragraph does not limit or restrict the power and duty of the Department of Education to investigate complaints, regardless of the District's untimely filing, or failure to file, complaints and follow-up reports (F.S. 1012.796[e]).

Report of Resignation or Termination

If the Superintendent determines that a legally sufficient complaint of misconduct by an instructional staff member or an administrator who holds a certificate issued by the Florida Department of Education, or by any educational support personnel that affects the health, safety, or welfare of a student and the misconduct warrants termination, the staff member may resign or be terminated and the Superintendent must immediately report the misconduct to the Department of Education in the format prescribed by the Department even if the instructional staff member, educational support personnel, or administrator resigns or is terminated before the conclusion of the District's investigation. The Department shall maintain each report of misconduct as a public record in the instructional personnel's certification files (F.S. 1012.796[d]).

Transmittal of False or Incorrect Report

The Superintendent shall not knowingly sign and transmit to any State official a report that the Superintendent knows to be false or incorrect.

The superintendent may not knowingly sign and transmit to any state official a report that the superintendent knows to be false or incorrect or knowingly fail to complete the investigation of any allegation of misconduct, that affects the health, safety, or welfare of a student, that would be a violation of F.S. 800.101 or that would be a disqualifying offense under F.S. 1012.315, or any allegation of sexual misconduct with a student. The superintendent may not knowingly fail to report the alleged misconduct to the Florida Department of Education as required in F.S. 1012.796, or knowingly fail to report misconduct to the law enforcement agencies with jurisdiction over the conduct pursuant to the Board policy under F.S. 1001.42.

Pursuant to F.S. 1001.42(7), a Board member may not knowingly sign and transmit to any State official a report of alleged misconduct by instructional personnel, educational support personnel, or school administrators which affects the health, safety, or welfare of a student which the Board member knows to be false or incorrect.

Requirement of Disclosure of Employee Misconduct

The Board, Superintendent, or any other District employee, may not enter into a confidentiality agreement regarding terminated or dismissed instructional personnel, educational support personnel, or school administrators, or personnel or administrators who resign in lieu of termination, based in whole or in part on misconduct that affects the health, safety, or welfare of a student, and may not provide instructional or educational support personnel, or administrators with employment references or discuss the personnel's performance with prospective employers in another educational setting, without disclosing the personnel's or administrators' misconduct. Any part of an agreement or contract that has the purpose or effect of concealing misconduct by instructional or educational support personnel or administrators that affects the health, safety, or welfare of a student is void, is contrary to public policy, and may not be enforced (F.S. 1001.42[6]).

Posting Requirements

Pursuant to F.S. 1006.061(2), this policy shall be posted in a prominent place at each school site and on each school's internet website, so that the policy and procedures for reporting alleged misconduct by instructional or educational support personnel or school administrators that affects the health, safety, or welfare of a student; the contact person to whom the report is made; and the penalties imposed on

instructional or educational support personnel or school administrators who fail to report suspected or actual child abuse or alleged misconduct by other instructional or educational support personnel or school administrators is effectively communicated to all.

Liability

Employees who report misconduct which affects the health, safety, or welfare of a student may be entitled to certain statutory liability protections as set forth in F.S. 39.203 and 768.095.

Revised 9/10/19

F.S. 1001.42(6)
F.S. 1001.42(7)(b)
F.S. 1001.51(12)(b)
F.S. 1006.061(2)
F.S. 1012.795
F.S. 1012.796
F.S. 1012.796(d)
F.S. 1012.796(e)
F.S. 1012.797

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8405 - **SCHOOL SAFETY AND SECURITY**

The School Board is committed to maintaining a safe, secure, and drug-free environment in all of the District's schools.

School crime and violence are multifaceted problems that need to be addressed in a manner that utilizes all available resources in the community through a coordinated effort of District personnel, law enforcement agencies, first responders, and families. The Board further believes that school administrators and local law enforcement officials must work together to provide for the safety and welfare of students while they are at school or a school-related event or are on their way to and from school.

The Superintendent, in conjunction with the School Safety Specialist, shall develop a *School Safety and Security Plan* with input from representatives of the local law enforcement agencies; the local Fire Marshall(s) or his/her designee(s); representative(s) from emergency medical services; commissioned school safety officers; and/or school guardians.

Included within the District's School Safety and Security Plan shall be a District Active Assailant Response Plan (DAARP). The DAARP shall include, at a minimum, procedures addressing the following:

A. security assessments;

B. roles and responsibilities of District personnel;

C. roles and responsibilities of Safe-School Officers (Policy 8407 - *Safe-School Officers*);

D. information sharing;

E. training of District personnel and exercises/drills, including training standards;

F. identification of Safe Spaces and Command Posts;

G. response to the threat of an active assailant, including the following three (3) strategies: evading or evacuating, taking cover or hiding, and responding to or fighting back;

H. response to the presence of an active assailant on school grounds;

I. communication with law enforcement prior to and after law Enforcement arrives on school grounds;

J. responsibilities prior to law enforcement arrival;

K. responsibilities when law enforcement arrives on school grounds;

L. communication with the public; and

M. post-incident recovery.

The District will adopt its initial DAARP by October 1.

Further, by October 1st of each year, the Superintendent shall certify to the Office of Safe Schools and document in the Florida Safe Schools Assessment Tool that all school personnel has received annual training on the procedures contained in the District's DAARP.

School Safety Specialist

The Superintendent is responsible for designating the District's School Safety Specialist. The School Safety Specialist must be a school administrator employed by the District or a law enforcement officer employed by the Manatee County Sheriff's Office. Prior to appointing a law enforcement officer to serve as the School Safety Specialist, the Superintendent must verify that the law enforcement officer has met all statutory requirements and has been authorized and approved by the Manatee County Sheriff's Office to serve as the School Safety Specialist.

By August 1 of each year, the District will submit the School Safety Specialist's name, phone number, and email address to the Office of Safe Schools at SafeSchools@fldoe.org. The District will notify the Office of Safe Schools within one (1) school day whenever there is a change related to the contact information for the School Safety Specialist.

A. Training

Within thirty (30) calendar days of appointment, the District's School Safety Specialist must complete and thereafter maintain certificates of completion of the following online Federal Emergency Management Agency Independent Study courses: Multi-Hazard Planning for Childcare; Introduction to the Incident Command System, ICS 100; Preparing for Mass Casualty Incidents: A Guide for Schools, Higher Education, and Houses of Worship; Multi-Hazard Emergency Planning for Schools; and Planning for the Needs of Children in Disasters.

Within one (1) year of appointment, and annually thereafter, the District School Safety Specialist must earn a certificate of completion of school safety specialist training provided by the Office of Safe Schools.

The District's School Safety Specialist shall earn, or designate one (1) or more individuals to earn, certification as a youth mental health awareness and assistance trainer as set forth in F.S. 1012.584.

B. Responsibilities

The School Safety Specialist is responsible for the supervision and oversight for all school safety and security personnel, policies, and procedures in the District including at charter schools. The School Safety Specialist's responsibilities include, but are not limited to, the following:

1. reviewing at least annually District and charter school policies and procedures for compliance with Florida law and applicable rules, as provided by F.S. 1006.07 (6)(a)1., including the District's timely and accurate submission of school environmental safety incident reports to the Department pursuant to F.S. 1001.212;

2. providing necessary training and resources to students and staff in matters relating to youth mental health awareness and assistance; emergency procedures, including active shooter training; and school safety and security;

3. serving as the District liaison with local public safety agencies and national, State, and community agencies and organizations in matters of school safety and security;

4. conduct annually on or before October 1, in collaboration with the appropriate public safety agencies, a school security risk assessment at each District school using Florida Safe Schools Assessment Tool developed by the Office of Safe Schools;

   The District will report to FLDOE by October 15th of each year that all public schools within the District have completed the assessment using the Florida Safe Schools Assessment Tool. For purposes of this section, "public safety agencies" means a functional division of a public agency which provides firefighting, law enforcement, medical, or other emergency services.

5. coordinating with appropriate public safety agencies, as defined in F.S. 365.161, that are designated as first responders to a school's campus to conduct a tour of such campus once every three (3) years and to provide recommendations related to school safety. Completion of such tours and any recommendations must be documented in each school's security risk assessment within the Florida Safe Schools Assessment Tool;

   Any changes related to school safety, emergency issues, and recommendations provided by the public safety agencies will be considered as part of the recommendations by the School Safety Specialist to the Board.

6. providing, or arranging for the provision of, youth mental health awareness and assistance training to all school personnel as set forth in F.S. 1012.584;

   The training program shall include, but is not limited to, the following:

   a. an overview of mental illnesses and substance abuse disorders and the need to reduce the stigma of mental illness;

   b. information on the potential risk factors and warning signs of emotional disturbance, mental illness, or substance use disorders, including, but not limited to, depression, anxiety, psychosis, eating disorders, and self-injury, as well as common treatments for those conditions and how to assess those risks; and

   c. information on how to engage at-risk students with skills, resources, and knowledge required to assess the situation, and how to identify and encourage the student to use appropriate professional help and other support strategies, including, but not limited to, peer, social, or self-help care.

7. coordinating with charter schools to address charter school safety requirements as set forth under Florida law and F.A.C. 6A-1.0018;

   The School Safety Specialist must coordinate with charter school personnel to allow input access to the Florida Safe Schools Assessment Tool. Where input access is restricted to District personnel, the School Safety Specialist is responsible for gathering information from charter schools so that Florida Safe Schools Assessment Tool reporting requirements, including those for FortifyFL, threat assessment teams and active assailant response plans, include data from charter schools.

8. completing surveys provided by the Office of Safe Schools regarding Safe-School officer assignment;

9. investigating and responding to notices from the Office of Safe Schools containing suspected deficiencies at a District school and at or by a charter school.

C. Identification of and Corrections to Instances of Noncompliance with Florida Laws and Rules Relating to Safety

The School Safety Specialist is responsible for identifying and correcting instances of noncompliance with F.A.C. 6A-1.0018 or any other Florida laws or rules relating to safety at any District school. Such actions may include, but are not limited to, the following:

1. resolving deficiencies relating to Safe-School officer coverage by no later than the next school day;

2. notifying the Office of Safe Schools within twenty-four (24) hours at SafeSchools@fldoe.org of any deficiencies relating to Safe-School officer coverage and any instance of noncompliance that is determined to be an imminent threat to the health, safety, or welfare of students or staff. The notification must contain particularized facts beyond noncompliance with rules or Florida Statutes that explain the imminent threat;

3. notifying the Office of Safe Schools within three (3) days at SafeSchools@fldoe.org of any instance of noncompliance not corrected within sixty (60) days.

4. **the School Safety Specialist shall identify any instances of noncompliance through their duties identified throughout this policy;**

   If the School Safety Specialist identifies, or is made aware of an instance of noncompliance by an employee, the School Safety Specialist shall investigate the alleged noncompliance and, if it is determined that there was an instance of noncompliance, the School Safety Specialist shall develop a written plan of correction no later than seven (7) days following their investigation. Alleged

noncompliance that creates an imminent threat to the health, safety, or welfare of students or staff shall be addressed immediately and in accordance with subsections (1) through (3) above.

D. Response to Notice of Suspected Deficiency from the Office of Safe Schools

The School Safety Specialist is responsible for notifying the Superintendent immediately and no later than the same day of receipt of any notice of suspected deficiency the School Safety Specialist receives from the Office of Safe Schools.

When the notice of suspected deficiency concerns a failure to have a Safe-School officer established or assigned at each school facility, as required by F.S. 1006.12, the School Safety Specialist must respond in writing and verify to the Office of Safe Schools that the school(s) identified in the notice have a Safe-School officer on site by the next school day. In all other cases, the School Safety Specialist must respond in writing to the Office of Safe Schools within five (5) school days and verify that the District or school has corrected the suspected deficiency, or within that same time period, submit a written plan describing how the District will bring the identified school(s) into compliance. The plan must include an estimated date of completion and an explanation of alternate security measures designed to maintain a safe learning environment.

Recommendations of the School Safety Specialist

Based on the findings of the school security risk assessment, the School Safety Specialist must provide recommendations to the Superintendent and Board which identify strategies and activities that the Board should implement in order to address the findings and improve school safety and security. The School Safety Specialist's report to the Board shall also include school safety recommendations made by public safety agencies. The Board will review the school security risk assessment findings and the recommendations of the School Safety Specialist at a publicly noticed Board meeting to provide the public an opportunity to hear the Board members discuss and take action. The *School Safety and Security Plan* is, however, confidential and is not subject to review or release as a public record.

The School Safety Specialist shall report the school security risk assessment findings and recommendations and the Board's action(s) to the Office of Safe Schools no later than thirty (30) days after the Board meeting and prior to November 1 of each year.

The School Safety Specialist shall also submit a best-practices assessment in the Florida Safe Schools Assessment Tool.

As a part of the *School Safety and Security Plan*, the Board shall verify that it has procedures in place for keeping schools safe and drug-free that include (see also, Form 8330 F15 entitled Checklist of Policies and Guidelines Addressing No Child Left Behind Act of 2001):

A. safety and security best practices;

B. appropriate and effective school discipline policies that prohibit disorderly conduct, the illegal possession of weapons and the illegal use, possession, distribution, and sale of tobacco, alcohol, and other drugs by students;

C. security procedures at school and while students are on the way to and from school;

D. prevention activities that are designed to maintain safe, disciplined and drug-free environments;

E. a code of conduct or policy for all students that clearly states the responsibilities of students, teachers, and administrators in maintaining a classroom environment that:

1. allows a teacher to communicate effectively to all students in the class;

2. allows all students in the class the opportunity to learn;
3. has consequences that are fair, and developmentally appropriate;
4. considers the student and the circumstances of the situation; and
5. is enforced accordingly.

Safety and Security Best Practices

The Superintendent shall develop administrative procedures for the prevention of violence on school grounds, including the assessment and intervention with individuals whose behavior poses a threat to the safety of the school community.

Persistently Dangerous Schools

The Board has set forth the rules with regard to expected behavior in Policy 5500 - Student Conduct and has established the consequences for violating the policy on student conduct in Policy 5600 - Student Discipline. The Board recognizes that not only Federal, but also State law requires that the District report annually incidents which meet the statutory definition of violent criminal offenses that occur in a school, on school grounds, on a school conveyance, or at a school-sponsored activity, as well as those incidents that would be a Gun-Free Schools Act violation. It is further understood that the Florida Department of Education will then use the data for the offenses identified in the Department's Unsafe School Choice Option Policy to determine whether or not a school is considered "persistently dangerous".

Pursuant to the Board's stated intent to provide a safe school environment, school administrators are expected to respond appropriately to any and all violations of the Student Code of Conduct, especially those of a serious, violent nature. In any year where the number of reportable incidents of violent criminal offenses in any school exceeds the threshold number established in State law, the Superintendent shall discuss this at the annual meeting for the purpose of reviewing the *School Safety and Security Plan* so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year and/or convene a meeting of the building administrator, representative(s) of the local law enforcement agencies, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

The Superintendent shall make a report to the Board about this plan of corrective action and shall recommend approval and adoption of it.

In the unexpected event that the number of reportable incidents in three (3) consecutive school years exceeds the statutory threshold and the school is identified as persistently dangerous, the Superintendent shall offer parents and eligible students the opportunity to transfer to another school within the District that serves the same grades. If there is another school within the District serving the same grades, the transfer shall be completed in a timely manner. If there is not another school within the District that serves the same grades, then parents and eligible students will be advised that, although Federal and State law provides for an opportunity to transfer, they will be unable to do so.

In addition, the Superintendent shall discuss this at the annual meeting for the purpose of reviewing the *School Safety and Security Plan* so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year and/or convene a meeting of the building administrator, representative(s) of the local law enforcement agencies, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

If a school in a neighboring district is identified as persistently dangerous and there is not another school or public school academy in that district, the District will admit students from that school in accordance with Board Policy 5113.

Victims of Violent Crime

The Board further recognizes that, despite the diligent efforts of school administrators and staff to provide a safe school environment, an individual student may be a victim of a violent crime in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. In accordance with Federal and State laws the parents or the eligible student shall be offered the opportunity to transfer to another school within the District that serves the same grades. If there is another school serving the same grades, the transfer shall be completed in a timely manner. If there is not another school serving the same grades, the parents or eligible student will be advised that, although they have the right to transfer, they will be unable to do so.

Threat Assessment Teams

The purpose of the threat assessment team is to establish a process focusing on behaviors that pose a threat to school safety while serving as a preventative measure to identify needs and provide support to students. This process is also known as a care assessment. Threat assessment teams are responsible for the coordination of resources and assessment and intervention with individuals whose behavior may pose a threat to the safety of school staff or students consistent with the model policies and procedures developed by the Office of Safe Schools which addresses early identification, evaluation, early intervention, and student support.

Each school-based threat assessment team must meet as often as needed to fulfill its duties of assessing and intervening with persons whose behavior may pose a threat to school staff or students, but no less than monthly. Threat assessment teams shall maintain documentation of their meetings, including meeting dates and times, team members in attendance, cases discussed, and actions taken.

A. Location and Membership

1. Threat assessment teams are located at each school in the District and composed of individuals with expertise in counseling, instruction, school administration, and law enforcement.

    a. The counseling team member must be a school-based mental health services provider who is able to access student mental health records.

    b. The law enforcement team member must be a sworn law enforcement officer, as defined by F.S. 943.10, including a School Resource Office, school-safety officer, or other active law enforcement officer. At a minimum, a law enforcement officer serving on a threat assessment team must have access to local Records Management System information, the Criminal Justice Information System, and the Florida Crime Information Center and National Crime Information Center databases. Officers serving on school-based threat assessment teams must also have clearance to review Criminal Justice Information and Criminal History Record Information.

2. The Board authorizes the Superintendent to create procedures for the purpose of:

    a. identifying team participants by position and role;

    b. designating the individuals (by position) who are responsible for gathering and investigating information; and

    c. identifying the steps and procedures to be followed from initiation to conclusion of the threat assessment inquiry or investigation.

B. Responsibilities and Activities of Threat Assessment Teams

The responsibilities and activities of threat assessment teams include, but are not limited to, the following:

1. identification of individuals in the school community to whom threatening behavior should be reported and provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or

self;

2. utilizing the Department's behavior threat assessment instrument developed pursuant to F.S. 1001.212;

3. consult with law enforcement when a student exhibits a pattern of behavior, based upon previous acts or the severity of an act, that would pose a threat to school safety;

4. consult with law enforcement when a student commits more than one (1) misdemeanor to determine if the act should be reported to law enforcement;

5. if a preliminary determination is made by the threat assessment team that a student poses a threat of violence or physical harm to himself/herself or others, the threat assessment team will report its determination to the Superintendent;

   The Superintendent shall immediately attempt to notify the student's parent or legal guardian. However, nothing in this paragraph shall preclude District personnel from acting immediately to address an imminent threat.

6. if a preliminary determination is made by the threat assessment team that a student poses a threat of violence to himself/herself or others or exhibits significantly disruptive behavior or need for assistance, authorized members of the threat assessment team may obtain criminal history record information as pursuant to F.S. 985.04(1);

   Members of the threat assessment team may not disclose any criminal history record information obtained pursuant to this paragraph or otherwise use any record of an individual beyond the purpose for which such disclosure was made to the threat assessment team.

7. create procedures related to engaging behavioral health crisis resources.

C. Sharing of Information

The District and other agencies and individuals that provide services to students experiencing, or at risk of, an emotional disturbance or a mental illness and any service or support provider contracting with such agencies may share with each other records or information that are confidential or exempt from disclosure under F.S. Chapter 119 if the records or information are reasonably necessary to ensure access to appropriate services for the student or to ensure the safety of the student or others.

D. Immediate Mental Health or Substance Abuse Crisis

If an immediate mental health or substance abuse crisis is suspected, school personnel shall follow policies established by the threat assessment team to engage behavioral health crisis resources. Behavioral health crisis resources, including, but not limited to, mobile crisis teams and school resource officers trained in crisis intervention shall provide emergency intervention and assessment, make recommendations, and refer the student for appropriate services. Onsite school personnel shall report all such situations and actions taken to the threat assessment team, which shall contact the other agencies involved with the student and any known service providers to share information and coordinate any necessary follow-up actions. Upon the student's transfer to a different school, the threat assessment team shall verify that any intervention services provided to the student remain in place until the threat assessment team of the receiving school independently determines the need for intervention services.

E. Behavior Threat Assessment Instrument Training

All threat assessment team members must be trained on the Department's behavior threat assessment instrument in accordance with Florida law.

F. Office of Safe Schools Reporting

Each threat assessment team shall report quantitative data on its activities to the Office of Safe

Schools, including all activities during the previous school year, and shall utilize the threat assessment database developed pursuant to F.S. 1001.212. The School Safety Specialist will report this information to the Office of Safe Schools. Additionally, the School Safety Specialist must report the following information utilizing the Florida Safe Schools Assessment Tool by October 1 of each year:

1. For the 2021-2022 school year, the total number of threat assessments conducted, the number of transient threats, and the number of substantive threats; and,

2. Beginning in the 2022-2023 school year, the number of threat assessments conducted, the number of transient threats, and the number of substantive threats as well as the gender, race, and grade level of all students assessed by the threat assessment team.

Referral to Mental Health Services

All school personnel who receive training pursuant to F.S. 1012.584 shall be notified of the mental health services that are available in the District.

School Environmental Safety Incident Reporting

The superintendent is responsible for ensuring the accurate and timely reporting of incidents related to school safety and discipline in accordance with Florida law and rules promulgated by FL DOE.

Parents of District students have a right to access school safety and discipline incidents as reported pursuant to F.S. 1006.07 (9) and will be timely notified of threats, unlawful acts, and significant emergencies pursuant to F.S. 1006.07 (4) and (7).

Student Crime Watch Program

The Board shall implement a Student Crime Watch Program to promote responsibility among students and improve school safety. Through a Board resolution, the Board will require each Principal to distribute information (including a reference to Policy 8406) at their respective schools notifying students and the community as to how they can anonymously relay information concerning unsafe and potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to appropriate public safety agencies and school officials.

Promotion of School Safety Awareness

In furtherance of Policy 8406 (*Reports of Suspicious Activity and Potential Threats to Schools*), the Board shall promote the use of the Florida Department of Education's mobile suspicious reporting tool ("FortifyFL") on the District's website, in newsletters, on school campuses, and in school publications. FortifyFL shall also be installed on all mobile devices issued to students and bookmarked on all computer devices issued to students.

Records Related to Compliance with F.A.C. 6A-1.0018

The District and all school staff will retain records demonstrating that the requirements of F.A.C. 6A-1.008 are met and provide such records to the Office of Safe Schools upon request.

Revised 5/25/19
Revised 7/27/21
Revised 3/8/22

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AGENDA ITEM NO. 13.3

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Purchase(s) of Professional Development and Reading Programs, SDMC No. 23-0052-BS, Continued Procurement with Vendor, Estimated in the Amount of $700,000.00

Executive Summary
The program is evidenced and research based to provide personalized and rigorous instruction using an effective gradual release approach that is tailored to student individual needs in reading. As an adaptive computer program, i-Ready targets the skills students need for remediation, additional grade level practice, and/or acceleration. Students in K-5 will use the computer based lessons and K-5 teachers will use the teacher-led lessons aligned for reading intervention instruction. i-Ready Reading will support students and teachers with skills that are tied to the standards and support student achievement in reading across the District.

The District is contracting with Curriculum Associates for professional development for teachers. This contract will also be utilized by schools to purchase additional materials and services.

Historical expenditures for 2020-2021 was $974,832.99 and 2021-2022 are currently $1,006,632.47.

Approval 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 requested approval is for the period of July 27, 2022 through June 30, 2023.

Subsection 6A-1.012(11)(b) F.A.C. states, “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, video tapes, 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.”

State Board Rule 6A-1.012 (10) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental, or otherwise, information technology resources, as defined in Section 282.303 (13), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of school district as determined by the school board.”

The supplier is Curriculum Associates, North Billerica, MA, Florida Document No. M12000004972.

This item aligns with the District’s Strategic Plan Goal(s) which state(s):

Curriculum & Instruction | Goal 1
Review and revise the PreK-12 literacy continuum & Narrow the achievement gap by continuing to develop unique innovative initiatives that create well-rounded education for ALL students.

Recommendation
The Superintendent recommends approval of the purchase(s) of professional development and reading programs, SDMC No. 23-0052-BS, continued procurement with vendor, estimated in the amount of $700,000.00.

Financial Impact
The funding sources for these expenditures are Comprehensive Evidence-Based Reading Plan (CERP), grant, general and various other school funds and is included in Curriculum and Professional Learning and schools proposed budget for 2022-2023.

Contact
Submitting Departments: Curriculum and Purchasing
Initiated By: Dr. Robin Thompson and Ruth Gruett

Attachments:
Manatee 22-23 Quote
Curriculum Assoc. Contract for Services

Curriculum Associates

Prepared For:
Stephanie Callaway
Manatee Co SD
215 Manatee Ave W,
Bradenton, FL 34205

5/11/2022

Dear Stephanie Callaway,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Quote ID: 277243.27 Valid through: 12/31/2022

Product	List Price	Net Price
i-Ready	$420,030.00	$378,027.00
Toolbox	$127,450.00	$108,332.50
Professional Development	$101,000.00	$84,000.00
i-Ready Partners Services	$51,000.00	$0.00

i-Ready Partners Services Includes:

- *Initial Implementation Services: Provisioning, Initial Rostering, Hosting, Technology Assessment*
- *Account Management: Account Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management*
- *Staff Development Consultation and Resources: Consultative services to help you plan and make the most of Professional Development sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources*
- *Technical Support: Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support*

List Total:	$699,480.00
Savings:	$129,120.50
Shipping/Tax/Other:	$0.00
Total:	**$570,359.50**

Thank you again for your interest in Curriculum Associates.

Sincerely

Shari Tomlinson
(813) 576-9273
stomlinson@cainc.com

Please submit this quote with your purchase order

Curriculum Associates

Quote ID: 277243.27 **Date:** 5/11/2022 **Valid through:** 12/31/2022

Prepared For:
Stephanie Callaway
Manatee Co SD
215 Manatee Ave W,
Bradenton, FL 34205
callaways@manateeschools.net
9417088770

Your Representative:
Shari Tomlinson
(813) 576-9273
stomlinson@cainc.com

Anna Maria ES 4700 Gulf Dr, Holmes Beach, FL 34217

Total Building Enrollment: 203, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	Multiple	19983.0	1	$1,750.00	$1,750.00	$1,750.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	$2,290.00	$1,946.50	$1,946.50
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	$7,790.00	$7,011.00	$7,011.00
					Subtotal:	$10,707.50
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$10,707.50

Annie Lucy Williams ES 3404 Fort Hamer Rd, Parrish, FL 34219

Total Building Enrollment: 678, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	Multiple	19983.0	1	$1,750.00	$1,750.00	$1,750.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$16,870.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$16,870.00

B D Gullett ES 12125 44th Ave E, Bradenton, FL 34211

Total Building Enrollment: 1082, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	Multiple	19983.0	1	$1,750.00	$1,750.00	$1,750.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 801-1200 students 1 Year	Multiple	28349.0	1	$4,910.00	$4,173.50	$4,173.50
i-Ready Assessment and Personalized Instruction Reading Site License 801-1200 Students 1 Year	Multiple	14975.0	1	$16,800.00	$15,120.00	$15,120.00
					Subtotal:	$21,043.50
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$21,043.50

Ballard ES 912 18th St W, Bradenton, FL 34205

Total Building Enrollment: 390, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - Two Advanced User Sessions	Multiple	19982.0	1	$3,500.00	$3,500.00	$3,500.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	$3,450.00	$2,932.50	$2,932.50
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	$11,100.00	$9,990.00	$9,990.00
					Subtotal:	$16,422.50
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$16,422.50

Barbara Harvey ES 8610 115th Ave E, Parrish, FL 34219

Total Building Enrollment: 654, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	Multiple	19983.0	1	$1,750.00	$1,750.00	$1,750.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$16,870.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$16,870.00

Bayshore ES 6120 26th St W, Bradenton, FL 34207

Total Building Enrollment: 666, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - Two Advanced User Sessions	Multiple	19982.0	1	$3,500.00	$3,500.00	$3,500.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$18,620.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$18,620.00

Blackburn ES 3904 17th St E, Palmetto, FL 34221

Total Building Enrollment: 468, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - Two Advanced User Sessions	Multiple	19982.0	1	$3,500.00	$3,500.00	$3,500.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	$3,450.00	$2,932.50	$2,932.50
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	$11,100.00	$9,990.00	$9,990.00
					Subtotal:	$16,422.50
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$16,422.50

Braden River ES 6125 River Club Blvd, Bradenton, FL 34202

Total Building Enrollment: 498, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	Multiple	19983.0	1	$1,750.00	$1,750.00	$1,750.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	$3,450.00	$2,932.50	$2,932.50
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	$11,100.00	$9,990.00	$9,990.00
					Subtotal:	$14,672.50
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$14,672.50

Daughtrey ES 515 63rd Ave E, Bradenton, FL 34203

Total Building Enrollment: 714, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - Two Advanced User Sessions	Multiple	19982.0	1	$3,500.00	$3,500.00	$3,500.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$18,620.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$18,620.00

Florine J Abel ES 7100 Madonna Pl, Sarasota, FL 34243

Total Building Enrollment: 462, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - Two Advanced User Sessions	Multiple	19982.0	1	$3,500.00	$3,500.00	$3,500.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	$3,450.00	$2,932.50	$2,932.50
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	$11,100.00	$9,990.00	$9,990.00
					Subtotal:	$16,422.50
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$16,422.50

Freedom ES 9515 E State Road 64, Bradenton, FL 34212

Total Building Enrollment: 528, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	Multiple	19983.0	1	$1,750.00	$1,750.00	$1,750.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$16,870.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$16,870.00

Gene Witt ES 200 Rye Rd E, Bradenton, FL 34212

Total Building Enrollment: 636, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	Multiple	19983.0	1	$1,750.00	$1,750.00	$1,750.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$16,870.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$16,870.00

H S Moody ES 5425 38th Ave W, Bradenton, FL 34209

Total Building Enrollment: 540, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - Two Advanced User Sessions	Multiple	19982.0	1	$3,500.00	$3,500.00	$3,500.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$18,620.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$18,620.00

Horizons Academy 1910 27th St E, Bradenton, FL 34208

Total Building Enrollment: 230, Grade Range: 4 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	Multiple	19983.0	1	$1,750.00	$1,750.00	$1,750.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	$2,290.00	$1,946.50	$1,946.50
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	$7,790.00	$7,011.00	$7,011.00
					Subtotal:	$10,707.50
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$10,707.50

Ida M Stewart ES 7905 15th Ave Nw, Bradenton, FL 34209

Total Building Enrollment: 366, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	Multiple	19983.0	1	$1,750.00	$1,750.00	$1,750.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	$3,450.00	$2,932.50	$2,932.50
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	$11,100.00	$9,990.00	$9,990.00
					Subtotal:	$14,672.50
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$14,672.50

James Tillman ES 1415 29th St E, Palmetto, FL 34221

Total Building Enrollment: 534, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - Two Advanced User Sessions	Multiple	19982.0	1	$3,500.00	$3,500.00	$3,500.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$18,620.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$18,620.00

Jessie P Miller ES 601 43rd St W, Bradenton, FL 34209

Total Building Enrollment: 570, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	Multiple	19983.0	1	$1,750.00	$1,750.00	$1,750.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$16,870.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$16,870.00

Kinnan ES 3415 Tallevast Rd, Sarasota, FL 34243

Total Building Enrollment: 522, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	Multiple	19983.0	1	$1,750.00	$1,750.00	$1,750.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$16,870.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$16,870.00

Louise R Johnson K-8 Sch Intl 2121 26th Ave E, Bradenton, FL 34208

Total Building Enrollment: 873, Grade Range: PK - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	Multiple	19983.0	1	$1,750.00	$1,750.00	$1,750.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 801-1200 students 1 Year	Multiple	28349.0	1	$4,910.00	$4,173.50	$4,173.50
i-Ready Assessment and Personalized Instruction Reading Site License 801-1200 Students 1 Year	Multiple	14975.0	1	$16,800.00	$15,120.00	$15,120.00
					Subtotal:	$21,043.50
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$21,043.50

Manatee Co SD 215 Manatee Ave W, Bradenton, FL 34205

Total Building Enrollment: 34142, Grade Range: PK - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Professional Development i-Ready Assessment and Personalized Instruction Add on Leadership Session	Multiple	19984.0	3	$0.00	$0.00	$0.00
					Subtotal:	$0.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$0.00

Manatee ES 1609 6th Ave E, Bradenton, FL 34208

Total Building Enrollment: 510, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - Two Advanced User Sessions	Multiple	19982.0	1	$3,500.00	$3,500.00	$3,500.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$18,620.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$18,620.00

McNeal ES 6325 Lorraine Rd, Bradenton, FL 34202

Total Building Enrollment: 600, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	Multiple	19983.0	1	$1,750.00	$1,750.00	$1,750.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$16,870.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$16,870.00

Myakka ES 37205 Manatee Ave, Myakka City, FL 34251

Total Building Enrollment: 306, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	Multiple	19983.0	1	$1,750.00	$1,750.00	$1,750.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	$2,290.00	$1,946.50	$1,946.50
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	Multiple	14972.0	1	$7,790.00	$7,011.00	$7,011.00
					Subtotal:	$10,707.50
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$10,707.50

Oneco ES 5214 22nd Street Ct E, Bradenton, FL 34203

Total Building Enrollment: 498, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - Two Advanced User Sessions	Multiple	19982.0	1	$3,500.00	$3,500.00	$3,500.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	$3,450.00	$2,932.50	$2,932.50
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	$11,100.00	$9,990.00	$9,990.00
					Subtotal:	$16,422.50
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$16,422.50

Palm View K-8 School 6025 Bayshore Rd, Palmetto, FL 34221

Total Building Enrollment: 749, Grade Range: K - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - Two Advanced User Sessions	Multiple	19982.0	1	$3,500.00	$3,500.00	$3,500.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$18,620.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$18,620.00

Palma Sola ES 6806 5th Ave Nw, Bradenton, FL 34209

Total Building Enrollment: 456, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	Multiple	19983.0	1	$1,750.00	$1,750.00	$1,750.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	$3,450.00	$2,932.50	$2,932.50
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	$11,100.00	$9,990.00	$9,990.00
					Subtotal:	$14,672.50
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$14,672.50

Palmetto ES 1540 10th St W, Palmetto, FL 34221

Total Building Enrollment: 636, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - Two Advanced User Sessions	Multiple	19982.0	1	$3,500.00	$3,500.00	$3,500.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$18,620.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$18,620.00

Robert E Willis ES 14705 The Masters Ave, Bradenton, FL 34202

Total Building Enrollment: 648, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	Multiple	19983.0	1	$1,750.00	$1,750.00	$1,750.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$16,870.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$16,870.00

Robert H Prine ES 3801 Southern Pkwy W, Bradenton, FL 34205

Total Building Enrollment: 684, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - Two Advanced User Sessions	Multiple	19982.0	1	$3,500.00	$3,500.00	$3,500.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$18,620.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$18,620.00

Rogers Garden-Bullock ES 515 13th Ave W, Bradenton, FL 34205

Total Building Enrollment: 515, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - Two Advanced User Sessions	Multiple	19982.0	1	$3,500.00	$3,500.00	$3,500.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$18,620.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$18,620.00

Samoset ES 3300 19th St E, Bradenton, FL 34208

Total Building Enrollment: 576, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - Two Advanced User Sessions	Multiple	19982.0	1	$3,500.00	$3,500.00	$3,500.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$18,620.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$18,620.00

Sea Breeze ES 3601 71st St W, Bradenton, FL 34209

Total Building Enrollment: 498, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	Multiple	19983.0	1	$1,750.00	$1,750.00	$1,750.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	$3,450.00	$2,932.50	$2,932.50
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	Multiple	14973.0	1	$11,100.00	$9,990.00	$9,990.00
					Subtotal:	$14,672.50
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$14,672.50

Tara ES 6950 Linger Lodge Rd E, Bradenton, FL 34203

Total Building Enrollment: 616, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	Multiple	19983.0	1	$1,750.00	$1,750.00	$1,750.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$16,870.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$16,870.00

Virgil Mills ES 7200 69th St E, Palmetto, FL 34221

Total Building Enrollment: 768, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	Multiple	19983.0	1	$1,750.00	$1,750.00	$1,750.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$16,870.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$16,870.00

William H Bashaw ES 3515 57th St E, Bradenton, FL 34208

Total Building Enrollment: 582, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	Multiple	28024.0	1	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	Multiple	19983.0	1	$1,750.00	$1,750.00	$1,750.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	Multiple	27939.0	1	$1,500.00	$0.00	$0.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$3,960.00	$3,366.00	$3,366.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	Multiple	14974.0	1	$13,060.00	$11,754.00	$11,754.00
					Subtotal:	$16,870.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$16,870.00

Total

List Total:	$699,480.00
Savings:	$129,120.50
Merchandise Total:	$570,359.50
Voucher/Credit:	$0.00
Estimated Tax:	$0.00
Estimated Shipping:	$0.00
Total:	**$570,359.50**

Special Notes

All i-Ready purchases require professional development.
10% discount applied to i-Ready based on scope of quote.
15% Blended Learning Discount applied to Ready products.

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y35

Curriculum Associates

Quote ID: 277243.27 **Date:** 5/11/2022 **Valid through:** 12/31/2022

Prepared For:
Stephanie Callaway
Manatee Co SD
215 Manatee Ave W,
Bradenton, FL 34205
callaways@manateeschools.net
9417088770

Your Representative:
Shari Tomlinson
(813) 576-9273
stomlinson@cainc.com

i-Ready

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Reading Site License 201-350 Students 1 Year	14972.0	3	$7,790.00	$7,011.00	$21,033.00
i-Ready Assessment and Personalized Instruction Reading Site License 351-500 Students 1 Year	14973.0	8	$11,100.00	$9,990.00	$79,920.00
i-Ready Assessment and Personalized Instruction Reading Site License 501-800 Students 1 Year	14974.0	21	$13,060.00	$11,754.00	$246,834.00
i-Ready Assessment and Personalized Instruction Reading Site License 801-1200 Students 1 Year	14975.0	2	$16,800.00	$15,120.00	$30,240.00
				i-Ready Subtotal:	$378,027.00

Toolbox

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	28346.0	3	$2,290.00	$1,946.50	$5,839.50
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	28347.0	8	$3,450.00	$2,932.50	$23,460.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	28348.0	21	$3,960.00	$3,366.00	$70,686.00
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 801-1200 students 1 Year	28349.0	2	$4,910.00	$4,173.50	$8,347.00
				Toolbox Subtotal:	$108,332.50

Professional Development

Product Name	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development)	28024.0	34	$500.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Add on Leadership Session	19984.0	3	$0.00	$0.00	$0.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - One Advanced User Session	19983.0	20	$1,750.00	$1,750.00	$35,000.00
Professional Development i-Ready Assessment and Personalized Instruction Advanced User Package - Two Advanced User Sessions	19982.0	14	$3,500.00	$3,500.00	$49,000.00
				Professional Development Subtotal:	$84,000.00

i-Ready Partners Services

Product Name	Item #	Qty	List Price	Net Price	Total

i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	27939.0	34	$1,500.00	$0.00	$0.00
				i-Ready Partners Services Subtotal:	$0.00

Total	
List Total:	$699,480.00
Savings:	$129,120.50
Merchandise Total:	$570,359.50
Voucher/Credit:	$0.00
Estimated Tax:	$0.00
Estimated Shipping:	$0.00
Total:	**$570,359.50**

Special Notes

All i-Ready purchases require professional development.
10% discount applied to i-Ready based on scope of quote.
15% Blended Learning Discount applied to Ready products.

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y35

Curriculum Associates®

Information on Professional Development Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PD sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PD sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put it employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PD Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates, 153 Rangeway Road, North Billerica MA 01862-2013
Phone: 800-225-0248, Fax: 800-366-1158, E-Mail: orders@cainc.com, Website: CurriculumAssociates.com

Curriculum Associates®

Notice for Usage of Teacher Toolbox Materials

Thank you for your interest in Teacher Toolbox! Teacher Toolbox is a digital collection of instructional materials, designed to support teachers in delivering research-based instruction, remediation, and enrichment to students in Grades K–8.

Your Teacher Toolbox subscription provides access to Teacher Toolbox content for Grades K–8. During this time, educators may use Teacher Toolbox materials during whole class and small group instruction, for individual assignments, and may post student-facing Teacher Toolbox PDFs on a password-protected learning management system (LMS). Please be aware that files expire on June 30 of each year for purposes of Teacher Toolbox maintenance and updates. If you add files to an LMS, this expiration date may require that you re-load these files after this date.

Curriculum Associates, 153 Rangeway Road, North Billerica MA 01862-2013
Phone: 800-225-0248, Fax: 800-366-1158, E-Mail: orders@cainc.com, Website: CurriculumAssociates.com

i-Ready Partners

Unparalleled Service and Educator Support

The *i-Ready Partners* team was born from our core value: the quality of our services is as important as the quality of our products. Know that when you implement our programs, your local *i-Ready Partners* will be there to support your team every step of the way.

Service Components

Our *i-Ready Partners* team is tasked with helping you implement our programs to meet ambitious district goals. *i-Ready Partners* support includes:

- **An Account Manager You Know on a First-Name Basis:** Dedicated account managers are your point of connection to a powerful network of *i-Ready* experts focused on making your implementation successful.
- **Consultative Professional Development Planning:** Tailored professional development plans ensure that PD is tied to your implementation goals and that educators are equipped to optimize the use of our programs from day one.
- **Real-Time Achievement Data after Every Assessment:** Detailed student achievement analytics to empower data-driven practices in classrooms.
- **Educational Consultants to Help You Know What's Coming Next:** Educational consultants to keep you up to speed on our latest research, development, and best practices.
- **Technical Support and Health Checks:** Proactive support that anticipates and heads off issues before they start—and is there for you should they arise.



Account Management



Professional Development



Educational Consultants



Achievement Analytics



Technical Support

Your *i-Ready Partners* Team

Dedicated to helping you implement *i-Ready* programs and achieve your district goals



Curriculum Associates

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Curriculum Associates®

Placing an Order

Email: orders@cainc.com | **Fax:** 1-800-366-1158
Mail:
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders. If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
$74.99 or less	Max charge of $12.75
$75.00 to $999.99	12% of order
$1,000 to $4,999.99	10% of order

Order Amount	Freight Amount
$5,000.00 to $99,999.99	8% of order
$100,000 and more	6% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH or wire payments. CA's bank remittance information is:

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank – San Francisco, CA
- ABA Routing: 121000248
- SWIFT Code (International Only): WFBIUS6S
- Tax ID: 26-3954988

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under $50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, and Ready Classroom® student and teacher sets. For more information about the return policy, please visit CurriculumAssociates.com/support/shipping-and-returns.

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM CERP, Title & General FUNDS	Curriculum	PO# 23-0052-BS
Budgeted, Federal, Grant, Internal ( ) $25,000 & UNDER PRINCIPAL/DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT	Name of School/Department ( ) $25,000 - $49,999 PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, & SUPERINTENDENT	(X) $50,000 & OVER PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 27th day of July, 2022, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and Curriculum Associates, LLC . (Vendor).

VENDOR:

Business Name: Curriculum Associates, LLC Vendor No. 0000013617
Representative: Shari Tomlinso Position: Sales Representative
Address: 153 Rangeway Rd
City: North Billerica State: MA Zip: 01262-2013
Phone: 813-576-9273 Email: stomlinson@cainc.com
SDMC Employee: Yes: (____) No: (X) Former: (_____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is /are { *if attached indicate name of attachment*}

Curriculum Associates will provide i-Ready instructional platform and instructional professional development on-site advanced user sessions for the school year of 2022-2023.

And shall be performed at the following location(s): Various District Sites
Date(s) of Service(s): 07/27/2022 to 06/30/2023 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $ 23-0052-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
□ a rate of $Quotes per unit where the unit of measure is Quotes for PD & products as needed .
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line: CERP, Title I, Title IV and various other

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

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.

Compliance with Jessica Lunsford Act:

The School District of Manatee County and State of Florida, requires all Vendors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School District for any claims made against the School Board related to the failure to comply with Section 1012.465 and Section 1012.32 Florida Statutes. For information on JLA requirements and how to comply visit: http://www.manateeschools.net/

Third Party Beneficiary:

This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any of any provision of this agreement will be effective unless in writing and signed by both parties.

Governing Law:

This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

Relationship of Parties:

The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School District does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

Indemnification:

Vendor agrees to defend indemnify and hold harmless the School District, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a services contract, Vendor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable Vendor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School District, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification.

Confidentiality:

Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

Sovereign Immunity:

The parties acknowledge and agree that the School Board, a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in Section 768.28 Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, 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 agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the services 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.

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement 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 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 Agreement.

Standards of Conduct:

Vendor will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the Vendor, but also to the employees of its sub-contractors.

Severability and Waiver:

If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure:

The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such a acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Equal Opportunity:

The Vendor 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 and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. 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."

Federal Debarment & Suspension Certification:

This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Termination:

Termination for Cause—The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

Termination for Convenience—Termination of this contract in whole or in part may be made by School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

Custodian of Public Records:

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian
215 Manatee Avenue W.
Bradenton,
Florida, 34205
(941) 708-8770
publicrecords@manateeschools.net

Compliance to the Sunshine Law:

The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Section 286.011 Florida Statutes. et. seq. and Section 119.01 Florida Statutes. et. seq. Vendor hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board 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 Chapter 112 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 Vendor will in no way be a cause for relief from responsibility. The Vendor 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 Vendor must not be in violation of any zoning or other ordinances in the performance of this contract.

Safety Standards:

All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

Tax Exemptions:

When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

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, 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. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor 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” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

Employment on the project by the Vendor, or any of its subcontractor, 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 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 does not comply with this provision

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 Vendor’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. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor 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.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with 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.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, 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 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, U.S. Code. 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.

Funding Agreement (Right to Inventions):

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a), and the contractor/subcontractor enters 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 contractor/subcontractor 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 implementing regulations issued by the awarding agency.

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure 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. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail. In the event of conflict the terms of this agreement shall govern.

Covid 19 The Vendor agrees to follow the School District of Manatee County's protocols pertaining to COVID-19.

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 page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER:

1469483

SIGNATURES:

Vendor	Date	Deputy Superintendent	Date
School Principal	Date	Superintendent (over $25,000)	Date
Legal	Date	Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

AGENDA ITEM NO. 13.4

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Agreement for Purchase and Sale of Property from SMR Taylor Ranch, LLC, Not to Exceed Average Value Determined by Two Appraisals

Executive Summary
Staff has negotiated the acquisition of a 20+/- acre parcel approximately 1.25 miles east of Bourneside Boulevard and adjacent to the extension of 44th Avenue East. The 20+/- acre site is being acquired for the intended construction of an elementary school. This Agreement is conditioned upon the seller making utility and roadway improvements to the site for the benefit of the School Board. Closing will occur after the completion of the improvements, which will be no later than December 31, 2026.

The sale price will be based on the average of two appraisals obtained during the feasibility period. The average appraisal amount resulting in the sales price will be submitted to the Board for ratification. The Agreement also includes provisions for the School District to complete due diligence and, if necessary, terminate the acquisition of the property based on the results of the due diligence.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of Agreement for Purchase and Sale of Property from SMR Taylor Ranch, LLC, not to exceed average value determined by two appraisals.

Financial Impact
The financial impact will be based on the average value determined by two appraisals. The Agreement also requires an Earnest Money Deposit, in the amount of $10,000.00.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Purchase Contract Taylor Ranch Property 07.26.22

AGREEMENT FOR PURCHASE AND SALE OF PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF PROPERTY (the "Agreement") is entered into by and between SMR Taylor Ranch, LLC, a Florida limited liability company (hereinafter referred to as "SMR") and **The School Board of Manatee County, Florida,** a public body corporate (hereinafter referred to as "SCHOOL BOARD").

RECITALS

The parties have agreed that SMR will sell to the SCHOOL BOARD, and the SCHOOL BOARD will purchase from SMR, a tract of land for a future elementary school.

The site for the elementary school has been identified and is set forth on **Exhibit "A"** attached hereto as the "Elementary School Site" or the "Property" and is approximately 20 acres in size. However, its final size and configuration has not yet been determined. The final site will be determined as set forth in this Agreement.

The Elementary School Site is a part of a larger tract of land, the development of which is dependent on a change to the Comprehensive Plan and approval of rezoning to a Planned Development designation. The obligation of the SCHOOL BOARD to purchase the Elementary School Site and the obligation of SMR to sell the Elementary School Site is dependent upon approval of such Comprehensive Plan change and rezoning.

AGREEMENT

1. The Recitals and Definitions as hereinbefore set forth are true and accurate and are incorporated herein.

2. The parties acknowledge the adequacy of the consideration for this Agreement in the form of the mutual promises contained herein. Each party is acting in reliance, to its detriment, on said promises in the event this Agreement was to fail.

ARTICLE I – LEGAL DESCRIPTION

The exact legal description and survey sketches of the Elementary School Site will be prepared by the surveyor performing the survey referenced in **Article II, Section 9.** After such legal description and sketch is prepared by the surveyor, and approved by the parties, such legal description and sketch shall be incorporated into the Agreement as **Exhibit "A-R".** The Elementary School Site shall include all improvements of every nature whatsoever located in or on, or attached to, or used or intended to be used in connection with the real property and all easements, rights of way, gores of land, streets, ways, alleys, passages, governmental entitlements, mineral rights including rights of entry, sewer rights, water rights, water courses, drainage rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the real property hereinabove described.

ARTICLE II – TRANSFER OF ELEMENTARY SCHOOL SITE

SMR agrees to transfer to the SCHOOL BOARD the Elementary School Site under the terms and conditions hereinafter set forth.

1. Conveyance. SMR shall convey the Elementary School Site by Special Warranty Deed ("Deed") free and clear of all liens and encumbrances ("title defects") except those that are acceptable to the SCHOOL BOARD after review of the title commitment. Possession shall be

delivered at Closing. SMR makes no warranty or representation that any particular use is allowed on the Elementary School Site**.** The provisions of this **Article II Section 1** shall specifically survive the closing hereof.

2. Purchase Price. The purchase price shall be determined by an appraisal process as set forth in **Article II Section 3** below.

3. Appraisal. Purchase Price shall be determined by the average of two (2) appraisals of the Elementary School Site by two MAI appraisers, with one selected and paid for by each of the parties hereto, which appraisers perform significant appraisal work in Manatee County, Florida. The appraisals and determination of the Purchase Price shall be performed and established during the Feasibility Period set forth in **Article II Section 7** below.

4. Earnest Money. The SCHOOL BOARD shall deposit the sum of Ten Thousand Dollars ($10,000.00) as an Earnest Money Deposit with the Escrow Agent identified in **Article III Section 7** herein within five (5) business days after the Effective Date of this Agreement. The Earnest Money Deposit shall be held by Escrow Agent and returned at Closing, or otherwise distributed for costs in accordance with this Agreement.

5. Title Insurance. No later than ten (10) business days from the Effective Date hereof, SMR shall deliver to the SCHOOL BOARD any existing survey, or alternatively a sketch of the Elementary School Site produced by a surveyor that is of sufficient detail to allow a title company to identify and perform a title search on said parcel at normal search rates. No later than forty five (45) days from the Effective Date hereof, the SCHOOL BOARD shall obtain a title insurance commitment, if desired ("Title Commitment") from a title insurance company (the "Title Company") of its choosing and licensed to do business in the State of Florida, pursuant to the terms of which the title insurance company commits to issue to the SCHOOL BOARD a title insurance policy on the Elementary School Site in the amount of the Purchase Price, free and clear of all liens and encumbrances ("title defects") except for those title defects that are acceptable to the SCHOOL BOARD, which shall be deemed a "Permitted Exception" and listed in the Special Warranty Deed as such. A copy of the Title Commitment and all exceptions and other property data will be furnished to SMR in the event of a title objection. The SCHOOL BOARD shall pay all costs related to the title insurance commitment and policy.

6. Title Defects: Time for Curing. The SCHOOL BOARD shall, within ten (10) business days after delivery of its title commitment, notify SMR of any objections to title other than those to which the conveyance, as stated above, is to be specifically subject. If SMR is notified of existing defects in title, other than those to which the conveyance is, as above provided, to be made subject, and other than those for which recordable discharges are, in accordance with local customs, to be furnished at the Closing, then SMR shall have thirty (30) days after receipt of notice thereof to correct the title defect(s) in order to convey title as required to be provided in this Agreement. If, at the end of such time, title has not been so perfected, The SCHOOL BOARD may, at its option and within five (5) business days after the expiration of said thirty (30) day period, either accept title in the condition that it is then in or terminate this Agreement. Failure of a party to elect, within said five (5) business days period, to accept title, shall constitute its election to terminate this Agreement. SMR shall make a diligent, good faith effort to cure any title objections. SMR may request and shall receive a thirty (30) day extension to the initial thirty (30) days, provided it is taking reasonable efforts to correct any said defects.

7. Feasibility Period and Final Review Period.

a.) The SCHOOL BOARD shall have one hundred twenty (120) days from and after the Effective Date in which to investigate the Elementary School Site for its suitability ("Feasibility Period"). Within five (5) business days after the Effective Date, SMR shall provide SCHOOL BOARD with copies of all plans, environmental studies, surveys, and permits for Elementary School Site. During the Feasibility Period, the SCHOOL BOARD, for any reason, may elect to terminate this Agreement, in which event, this Agreement shall be null and void and of no further force and effect. The SCHOOL BOARD may elect to accept Elementary School Site prior to the expiration of the Feasibility Period by notifying SMR in writing of its acceptance. If the SCHOOL BOARD has not previously notified the SMR regarding acceptability of the SMR Lands, within five (5) business days after the expiration of the Feasibility Period, the SCHOOL BOARD will notify SMR whether or not Elementary School Site is acceptable**.** Failure of the SCHOOL BOARD to notify SMR within ten (10) business days after the expiration of the Feasibility Period shall be deemed an acceptance of the Elementary School Site by the SCHOOL BOARD for feasibility purposes.

SCHOOL BOARD shall have the right to extend the Feasibility Period for an additional sixty (60) days with notice by the Superintendent to SMR prior to expiration of the initial Feasibility Period (the "Extended Feasibility Period").

If the SCHOOL BOARD terminates this Agreement during the Feasibility Period or Extended Feasibility Period, if applicable, then the Earnest Money Deposit shall be returned by the Escrow Agent provided no default exists.

b.) SMR shall diligently pursue at its expense the rezoning of SMRs surrounding property including the Elementary School Site to planned development with approval of a General Site Plan (GDP), and the SCHOOL BOARD shall have sixty (60) days to determine whether the zoning allows the development of a school site as contemplated in this Agreement, including review of any stipulations placed on the site ("Final Review Period"). If the SCHOOL BOARD determines in its reasonable discretion that the site is not suitable for an elementary school, the SCHOOL BOARD may elect to terminate this Agreement, in which event, this Agreement shall be null and void and of no further force and effect. Within ten (10) business days after the expiration of the Final Review Period, the SCHOOL BOARD will notify SMR whether or not the Elementary School Site is acceptable**.** Failure of the SCHOOL BOARD to notify SMR within ten (10) business days after the expiration of the Final Review Period shall be deemed an acceptance of the Elementary School Site by the SCHOOL BOARD. SMR shall give School Board staff regular status updates on the County rezoning process.

If the SCHOOL BOARD terminates this Agreement during the Final Review Period, then the Earnest Money Deposit shall be returned by the Escrow Agent provided no default exists.

8. Manatee County Approval. As a condition of closing, the SCHOOL BOARD must have received a determination of consistency with the Comprehensive Plan from Manatee County for Elementary School Site as a public school site ("County Approval"). If necessary, such approval shall be sought through a joint application of the SCHOOL BOARD and SMR.

The SCHOOL BOARD shall pursue the receipt of such approval during the Final Review Period. The SCHOOL BOARD will have until the completion of the Final Review Period to secure County Approval. SMR shall cooperate with the SCHOOL BOARD in the permitting process, including the reasonable execution of required applications at no cost to SMR. The SCHOOL BOARD shall have reasonable extensions of time to secure the County Approval due to scheduling conflicts with Manatee County. In the event the SCHOOL BOARD does not secure County

approval, this Agreement shall be null and void and of no further force and effect and the Earnest Money Deposit shall be returned by the Escrow Agent provided no default exists.

9. Survey. Within sixty (60) days of the end of the Final Review Period set forth in **Article II Section 7**; i) the SCHOOL BOARD agrees to have an ALTA survey prepared of the Elementary School Site and will deliver a copy to SMR. The survey shall be certified to the SCHOOL BOARD, the title insurance company, and its attorney. In the event the survey discloses any encroachment upon the Elementary School Site or any other survey defect, such encroachment or defect shall be treated in the same manner as a title defect under Article II Paragraph 6 of this Agreement to the extent that the SCHOOL BOARD objects to such matters set forth in the survey. The legal description prepared by the surveyor who provided the survey pursuant to this **Article II Section 9**, shall be the legal description used in the Deed and title insurance policy.

10. Improvements to be made by SMR. This Agreement is conditioned upon SMR, or the Lakewood Ranch Stewardship District, at SMR's option, making the following improvements to and benefitting the Elementary School Site for the benefit of the SCHOOL BOARD ("Improvements") which work shall be completed prior to Closing.

a.) Public water lines, irrigation lines and sewer lines of the size, specification, capacity, and location as previously identified by SMR, the design and installation of which has been initiated by SMR and described in attached **Exhibit "B"**.

b.) 44th Avenue with the specifications and configuration as previously identified by SMR, the design and installation of which has been initiated by SMR and described in attached **Exhibit "B"**.

11. Closing. Provided all other conditions of this Agreement have been satisfied or waived by the parties, the parties agree that the Closing shall occur within ninety (90) days after the completion of the Improvements set forth in **Article II Section 10** immediately above, or such earlier date after the end of the Feasibility Period at the option of the SCHOOL BOARD. If the improvements set forth in such **Section 10** are not completed by December 31, 2026, this Agreement will terminate unless prior to said date, the SCHOOL BOARD elects to waive the requirement of the completion of said improvements and proceed to Closing by giving notice of said waiver to SMR. The Closing shall be ninety (90) days after such notice. Closing shall be held at the offices of Dye Harrison, Bradenton, Florida, at a date and time mutually agreed upon by the parties and can be conducted through the use of electronic mail and overnight document couriers (i.e., no requirement for a physical meeting). This date may be extended by mutual agreement of the parties. Such agreement to extend closing on behalf of the SCHOOL BOARD can be exercised by the School Board Superintendent. Possession of the Elementary School Site shall be delivered to the SCHOOL BOARD at Closing.

12 Costs. SCHOOL BOARD shall pay the cost of recording the deed, the cost of its title insurance policy, and the costs of its survey. Costs of documentary stamps required by Florida law, shall be paid by SMR. SMR shall be responsible for title curative documents and the cost to satisfy any existing monetary liens on Elementary School Site. Each party shall bear its own attorney fees associated with this transaction.

13. Closing Documents. SMR through its counsel shall prepare, at its sole cost and expense, and shall deliver to the SCHOOL BOARD's counsel, no later than ten (10) business days before the scheduled Closing Date, closing documents in draft form (which are expressly subject to review and approval) including but not limited to:

(a) A Special Warranty Deed in recordable form with all exhibits attached conveying title to the Elementary School Site including any permitted exceptions.

(b) Any documents that the parties counsel or title company may reasonably determine are necessary to transfer insurable title.

(c) Written evidence of authority to execute and deliver the deed, including but not limited to any applicable organizational formation documents, certificates of existence and/or authorizing resolutions.

(d) An Owner's Affidavit regarding the payment of bills for labor and materials rendered for improvements on or to the Elementary School Site as may reasonably be required by a title insurance company in order to issue the title insurance policies and to insure the title without exception for unfiled mechanics' and materialmen's liens and without exceptions for rights of possession in any third party, as well as any other documents reasonably required by a Title Company to issue the owner's and/or loan and/or leasehold policy(ies) of insurance.

(e) A "non-foreign person" affidavit ("FIRPTA") as required by the Internal Revenue Service with respect to the sale of real property.

(f) An assignment of all development rights specifically related to the Elementary School Site.

(h) Any other documents that are reasonable or customary where the Elementary School Site is located.

No later than one (1) business day before the Closing Date, the parties shall deliver to Escrow Agent executed and recordable originals of the final agreed upon versions of the above-referenced documents. The Escrow Agent shall prepare and circulate the closing statement for review, approval and execution by the parties prior to the consummation of the transaction.

14. Taxes and Assessments. At Closing, SMR shall, in accordance with the statutory requirements set forth in Section 196.295, Florida Statutes, deposit into escrow with the County Tax Collector an amount equal to the current year's real, personal and intangible property taxes for the Elementary School Site, (when and if applicable), prorated to the date of Closing, same being the date upon which transfer of title shall occur. This amount shall be based upon the current assessment and millage rate on the property of which the Elementary School Site is a part. Any assessments related to the Elementary School Site shall be paid in full on or before Closing.

15. Inspection. The SCHOOL BOARD, its agents, employees and representatives shall have a license to access the Elementary School Site at all times subsequent to the Effective Date and prior to the Closing Date, with full right to: (a) inspect the Property; and (b) to conduct reasonable tests thereon including, but not limited to, soil borings and hazardous waste studies, and to make such other examinations with respect thereto as its counsel, licensed engineers, consultants, surveyors or other representative may deem reasonably necessary. Any tests, surveys, examinations or inspections of the Property and all costs and expenses in connection with same (or any part thereof) shall be at the sole cost of the SCHOOL BOARD and shall be performed in a manner so as not to interfere with SMR's reasonable use of the Property and shall not violate any law or regulation of any governmental authority. Upon completion of such inspections, examinations or tests, the SCHOOL BOARD shall restore the Property to substantially the same condition as existed prior to the inspections and testing. Any information collected from such examinations, inspections or tests may be subject to public review under Chapter 119, Florida Statues (2017).

16. Environmental Inspection and Testing. The Elementary School Site must meet environmental standards for use as a public school or be remediated by SMR at its expense to meet such standards prior to Closing. SCHOOL BOARD shall identify any environmental issues during

the Feasibility Period. SMR shall have no duty to correct any identified problems but may elect to do so. Any violation of such environmental standards caused by SMR after the end of the applicable feasibility period shall be corrected by SMR at its expense.

17. Property Condition. SMR will deliver the Elementary School Site at closing in its present "as is" condition, ordinary wear and tear excepted. In the event the condition has materially changed since the expiration of the applicable feasibility period, the SCHOOL BOARD may elect to terminate the Agreement and shall receive a refund of any and all deposits paid.

18. Warranties and Representations. SMR hereby covenant, represent and warrant to the SCHOOL BOARD that to the best of SMR's knowledge and belief :

(a) It has good, marketable and insurable fee simple absolute title to the Property subject only to the Permitted Exceptions.

(b) Subsequent to the Effective Date, it will not take any action or otherwise permit any change in the status of the title to the Property without first obtaining the written consent of the other.

(c) It possesses the full and unrestricted right and power to enter into and perform this Agreement. The individuals who have executed this Agreement have the full right and authority to do so, having obtained all consents to enter into and perform this Agreement and to sell the Property on the terms set forth in this Agreement.

(d) There are no third parties in possession of all or any portion of the Property except as follows: NONE.

(e) The Elementary School Site is in compliance with all applicable federal, state, county and municipal laws, rules, regulations and ordinances including, but not limited to any applicable restrictions, zoning ordinances, building codes and regulations and any governmental or quasi-governmental requirements relating to the Property.

(f) There is no action, suit, administrative proceeding, judgment, bankruptcy, lien execution, or proceeding pending or threatened against or affecting the Elementary School Site, which if adversely determined or continued might have an adverse effect upon the Property.

(g) It has no knowledge of any pending or threatened condemnation or eminent domain proceedings which might affect the Elementary School Site or any part thereof.

(h) It represents that neither it nor any of its partners, agents or employees, nor any other person or entity, including without limitation, any previous owners of the Elementary School Site, have treated, stored, recycled, disposed of or discharged any hazardous, toxic, or polluting substances on or into the Property. All operations or activities upon the Property and the use and occupancy of all or any part of the Property are and have been in all material respects in compliance with all applicable laws, rules, and regulations relating to the generation, handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, release, or disposal of any hazardous, toxic, or polluting substances. It has not received any notification from any person, entity, or governmental authority regarding a violation, proceeding, or inquiry pertaining to the Property with regards to the environment or hazardous, toxic, or polluting substances and there are no underground storage tanks on the Property.

(i) From the Effective Date until the Closing Date, SMR shall immediately notify the SCHOOL BOARD of any fact, event, or occurrence having a material effect on the applicable portion of the Property or which renders any representation or warranty incorrect or misleading in any respect, including but not limited to fire or other casualty loss, receipt of notice of condemnation or

threat of condemnation, or violation of any health, safety, fire, environmental, or zoning law, code, regulation, or ordinance, and each party shall promptly send to the other copies of any notices.

(j) It: (i) is solvent, (ii) is not in the hands of a receiver and no application for the appointment of a receiver pending, (iii) has not made an assignment for the benefit of creditors, and (iv) is not the subject of any petition in bankruptcy nor is it currently contemplating filing for bankruptcy.

SMR acknowledges and agrees that no examination or investigation of the Property prior to Closing shall in any way modify, affect or diminish its obligations under the representations, warranties and agreements set forth in this Agreement. SMR's obligations hereunder are expressly conditioned upon each of the representations and warranties being true and correct on the Effective Date and the Closing Date.

ARTICLE III - MISCELLANEOUS

1. Florida Law. This Agreement shall be construed under, and in accordance with, the laws of the State of Florida. Venue for all proceedings in connection with this Agreement shall be Manatee County, Florida

2. Attorneys' Fees. In connection with any litigation, including appellate proceedings arising out of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of the litigation.

3. Validity. The invalidity or unenforceability of any term or provision or any clause of this Agreement shall in no way impair or affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

4. Binding. This Agreement, and all responsibilities, shall be binding upon and inure to the successors or assigns of the parties hereto.

5. Assignment. This Agreement may not be assigned in part or in its entirety by either party to any other entity.

6. Brokers. Each party hereby represent to the other that it has not discussed this Agreement or the subject matter hereof with any real estate broker, agent, or salesman so as to create any legal right in such (or any other) broker, agent, or salesman to claim a real estate commission or similar fee with respect to the conveyance of the Elementary School Site and the other transactions contemplated by this Agreement. The parties hereby indemnify each other against and agree to hold each other harmless from and against any and all claims (including court costs and attorney's fees incurred in connection with such claims) for any real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the conveyance of its parcel and the other transactions contemplated by this Agreement. The provisions of this Section shall survive the Closing or any termination hereunder.

7. Escrow. Dye, Harrison, Kirkland, Petruff, Pratt & St. Paul, PLLC ("Dye Harrison") 1206 Manatee Avenue West, Bradenton, Florida 34205 shall serve as Escrow Agent for this transaction. The Escrow Agent receiving funds is authorized and agrees, by acceptance of them, to deposit them promptly into a non-interest-bearing account, hold same in escrow and, subject to clearance, disburse them in accordance with the terms and conditions of this Agreement. Failure of clearance of funds shall not excuse either party's performance. If in doubt as to Escrow Agent's duties or liabilities under the provisions of this Agreement, Escrow Agent may, at Escrow Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to

its disbursement, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Escrow Agent may deposit such funds with the Clerk of the Circuit Court having jurisdiction over the dispute. Upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for items previously delivered out of escrow. Any suit between SCHOOL BOARD and SMR where Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interpleads the subject matter of the escrow, Escrow Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be charged and assessed as Court costs in favor of the prevailing party. The parties agree that the Escrow Agent shall not be liable to any party or person for mis delivery to either party of items subject to this escrow unless such mis delivery is due to the willful breach of this Agreement or the gross negligence of Escrow Agent. SMR acknowledges that Escrow Agent may represent SCHOOL BOARD in connection with any matter arising in connection with this Agreement.

8. Authority. Each party warrants that it has the appropriate power and authority to enter into and bind itself pursuant to this Agreement. Further, this Agreement shall be binding upon any successors and assigns of both parties.

9. Drafting. The SCHOOL BOARD and SMR agree that both parties have played an equal part in the drafting of this Agreement and, therefore, no provisions of this Agreement shall be construed against either party hereto because such party is deemed to have drafted such provisions.

10. Other Agreements. No prior or present agreements or representations shall be binding upon either of the parties hereto unless incorporated in this Agreement. No modifications or changes to this Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound thereby.

11. Multiple Counterparts. The Agreement and any Addendum or Amendments hereto may be executed in multiple counterparts with the same force and effect as if all required signatures were contained in a single, original instrument. Facsimile, or electronic mail transmissions (email), including signed counterparts thereof, shall be deemed originals.

12. Notice. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon a party by the other, or whenever either of the parties desire to give or serve upon the other, any such communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered either in person or by delivery service with receipt acknowledged or by registered or certified mail, return receipt requested, postage prepaid, or, in the case of facsimile or email transmission, when received and telephonically confirmed, in each case as follows:

SELLER: SMR

Schroeder-Manatee Ranch, Inc.
14400 Covenant Way
Bradenton, Florida 34202
Attention: Rex E. Jensen
Telephone number: (941) 755-6574
Email: rex.jensen@smrranch.com
Facsimile number: 941-751-6781

With copies to:

Caleb J. Grimes, Esquire
Grimes Hawkins Gladfelter & Galvano, P.L.
1023 Manatee Avenue West
Bradenton, Florida 34205
Telephone No.: (941) 748-0151
Fax No.: (941) 748-0158
Email: cgrimes@grimesgalvano.com

SCHOOL BOARD: Manatee County School Board

215 Manatee Avenue West
Bradenton, Florida 34205
Attention: Cynthia Saunders, Superintendent
And cc: Michael Pendley
Telephone No.: (941) 708-8770

With copies to: Stephen R. Dye, Esquire

Dye, Harrison, Kirkland, Petruff, Pratt & St. Paul, PLLC
1206 Manatee Avenue West,
Bradenton, Florida 34205
Telephone No.: (941) 748-4411
Fax No.: (941) 748-1573
Email: sdye@dyeharrison.com

13. Radon Gas Disclosure. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

14. Approval by the SCHOOL BOARD. All purchase agreements entered by the School Board of Manatee County are required to be approved by the SCHOOL BOARD at a regular or special meeting in order to be enforceable. Upon approval and execution by the SCHOOL BOARD, a fully executed copy will be provided to SMR.

15. Effective Date. The Effective Date of this Agreement shall be the date of execution of this Agreement by or on behalf of the SCHOOL BOARD and SMR.

16. Participation in CDD and Subdivision Documents. The Elementary School Site is located within the Lakewood Ranch Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2005-338, Laws of Florida ("District") and is subject to the rules and regulations of the District. All land to be transferred to SCHOOL BOARD herein is exempt from payment of any Stewardship District taxation, assessments, fees or payments. None of the Property is subject to any deed restrictions and/or other subdivision restrictions.

17. Discontinuation of Business on the Property. SMR shall discontinue all business activities on the Elementary School Site prior to Closing on such portion. SMR shall terminate any lease or occupancy and/or rights of use by others prior to Closing and all business activities of

others shall cease before Closing unless otherwise agreed in writing. SMR shall remove and properly dispose of any personal property located on the Elementary School Site prior to Closing.

18. Time of Essence. Time is of the essence in the performance of the terms and conditions of this Agreement. If any date set forth in this Agreement should fall on a Saturday, Sunday, or legal holiday, compliance with any obligation or delivery due on that date will be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. It being understood, however, that in this Agreement, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Florida. In this Agreement, the term "business day" means any day other than a Saturday, Sunday or legal holiday.

19. Survival of Warranties/Indemnities. This Agreement and the warranties and indemnities contained herein shall expressly survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the deed to the other party and shall not be merged into the closing documents. Notwithstanding any provisions to the contrary contained herein, the indemnification provisions shall survive any termination or expiration of this Agreement.

20. Default. If at any time after the Effective Date either party is in default in a material respect in the performance of any of its obligations under this Agreement and such default is not cured within ten (10) days after notice thereof to the defaulting party, then the non-defaulting party shall have the options of (a) terminating this Agreement and receiving the total Earnest Money Deposit from Escrow Agent, whereupon this Agreement shall become null and void and of no further force and effect, or (b) of seeking to enforce this Agreement through specific performance.

THE LAKEWOOD RANCH STEWARDSHIP DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE LAND. THESE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC SYSTEMS, FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in the manner required by the law as of the Effective Date hereof.

Signed, sealed and delivered

in the presence of:

_____

Print Name: _____

_____

Print Name: _____

SMR/TAYLOR RANCH, LLC a Florida limited liability company

By: _____

Rex E. Jensen, Authorized Member

Date: _____

SCHOOL BOARD:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate

By: _____
Name: Rev. James T. Golden
Title: Chairman

Date: _____

ATTEST:

_____
Cynthia Saunders

Superintendent

_____
Print Name: _____

_____
Print Name: _____

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

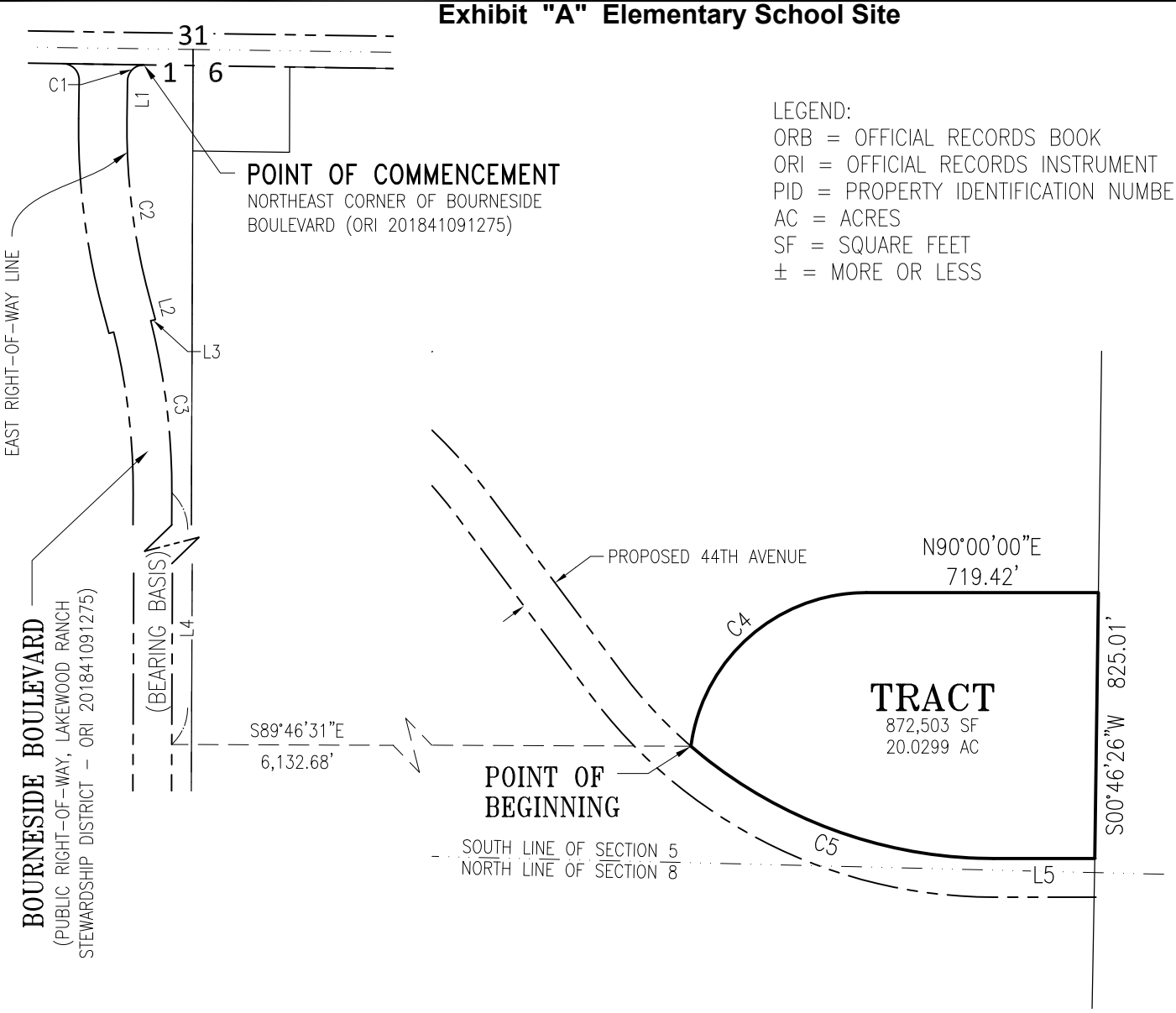
_____

Stephen R. Dye, Esquire

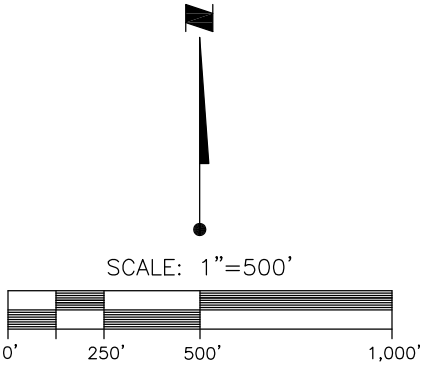
School Board Attorney

L:\SMR\land use\LWR Communities LLC- Rezone SMR-Taylor Ranch\School Board PSA\FINAL with Exhibits\taylor ranch psa 03212022 Final-06272022 CJGnmf.doc

Exhibit "A" Elementary School Site



LEGEND:
ORB = OFFICIAL RECORDS BOOK
ORI = OFFICIAL RECORDS INSTRUMENT
PID = PROPERTY IDENTIFICATION NUMBER
AC = ACRES
SF = SQUARE FEET
± = MORE OR LESS



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°48'28"W	119.13'
L2	S14°55'54"E	53.73'
L3	S75°46'54"W	15.00'
L4	S00°13'29"W	3,655.51'
L5	N90°00'00"W	313.67'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	50.00'	90°01'55"	78.57'	70.73'	S45°49'25"W
C2	2,008.00'	16°27'09"	576.60'	574.62'	S07°25'07"E
C3	2,143.00'	14°26'35"	540.20'	538.77'	S06°59'49"E
C4	549.11'	82°25'29"	789.95'	723.57'	N48°47'15"E
C5	1,440.00'	40°41'42"	1,022.78'	1,001.42'	N69°39'09"W

This is NOT a Survey and Not valid without all sheets.

Jan 13, 2022 – 11:19:06 EDMEJIA|V:\2156\active\215615866\survey\drawing\215615866v-spsk02.dwg

SKETCH & DESCRIPTION OF A
TRACT OF LAND LOCATED IN
SECTION 5, TOWNSHIP 35 S., RANGE 20 E.,
MANATEE COUNTY, FLORIDA

Stantec
6920 Professional Parkway East, Sarasota, FL 34240-8414
Phone 941-907-6900 • Fax 941-907-6910
Certificate of Authorization #27013 • www.stantec.com
Licensed Business Number 7866

TASK CODE:	DRAWN BY:	CHKED BY:	CAD FILE:	PROJECT NO:	SHEET	DRAWING INDEX NO:	REV:
220	EDM	JRJ	215615866v-spsk02	215615866	1 OF 2	215615866v-spsk02	

Exhibit "A" Elementary School Site

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Section 5, Township 35 South, Range 20 East, Manatee County, Florida, being more particularly described as follows:

COMMENCE at the northeast corner of Bourneside Boulevard (public right-of-way, Lakewood Ranch Stewardship District) as recorded in Official Records Instrument Number 201841091275 of the Public Records of Manatee County, Florida, said point being the point of curvature of a curve to the left having a radius of 50.00 feet and a central angle of 90°01'55"; the following seven (7) calls are along the east right-of-way line of said Bourneside Boulevard: (1) thence Southwesterly along the arc of said curve, a distance of 78.57 feet, said curve having a chord bearing and distance of S.45°49'25"W., 70.73 feet, to the point of tangency of said curve; (2) thence S.00°48'28"W., a distance of 119.13 feet to the point of curvature of a curve to the left having a radius of 2,008.00 feet and a central angle of 16°27'09"; (3) thence Southerly along the arc of said curve, a distance of 576.60 feet to the point of tangency of said curve; (4) thence S.14°55'54"E., a distance of 53.73 feet; (5) thence S.75°46'54"W., a distance of 15.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 2,143.00 feet and a central angle of 14°26'35"; (6) thence Southerly along the arc of said curve, a distance of 540.20 feet, said curve having a chord bearing and distance of S.06°59'49"E., 538.77 feet, to the point of tangency of said curve; (7) thence S.00°13'29"W., a distance of 3,655.51 feet; thence S.89°46'31"E., a distance of 6,132.68 feet to the POINT OF BEGINNING; also being the point of curvature of a non-tangent curve to the right, having a radius of 549.11 feet and a central angle of 82°25'29"; thence Northeasterly along the arc of said curve, a distance of 789.95 feet, said curve having a chord bearing and distance of N.48°47'15"E., 723.57 feet, to the point of tangency of said curve; thence N.90°00'00"E., a distance of 719.42 feet; thence S.00°46'26"W., a distance of 825.01 feet; thence N.90°00'00"W., a distance of 313.67 feet to a point of curvature of a curve to the right having a radius of 1,440.00 feet and a central angle of 40°41'42"; thence Westerly along the arc of said curve, a distance of 1,022.78 feet, to the POINT OF BEGINNING.

Containing 872,503 square feet or 20.0299 acres, more or less.

NOTES:
1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST RIGHT-OF-WAY LINE OF BOURNESIDE BOULEVARD, BEING S00°13'29"W.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

Joseph R. Jasper, P.S.M.
Florida Registration No. 7168

Date of Signature

This is NOT a Survey and Not valid without all sheets.

Jan 14, 2022 – 09:15:29 EDMEJIA|V:\2156\active\215615866\survey\drawing\215615866v-spsk02.dwg

SKETCH & DESCRIPTION OF A
TRACT OF LAND LOCATED IN
SECTION 5, TOWNSHIP 35 S., RANGE 20 E.,
MANATEE COUNTY, FLORIDA

Stantec
6920 Professional Parkway East, Sarasota, FL 34240-8414
Phone 941-907-6900 • *Fax* 941-907-6910
Certificate of Authorization #27013 • www.stantec.com
Licensed Business Number 7866

TASK CODE:	DRAWN BY:	CHKED BY:	CAD FILE:	PROJECT NO:	SHEET	DRAWING INDEX NO:	REV:
220	EDM	JRJ	215615866v-spsk02	215615866	2 OF 2	215615866v-spsk02	

Exhibit "A-R"

Surveyor's Legal Description and Sketch

To be provided pursuant to Article I – LEGAL DESCRIPTION, at a date pursuant to Article II, TRANSFER OF ELEMENTARY SCHOOL SITE Section 7. Feasibility Period and Final Review Period and Section 9. Survey.

Exhibit "B" - Public Utilities

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2022.02.01 4:22:59 PM

ORIGINAL SHEET - ARCH D

A B C D

1 2 3 4 5

DAM ROAD
(EXISTING 80' RIGHT-OF-WAY)

16" WATER MAIN

SR 64
(EXISTING 100' RIGHT-OF-WAY)

PROPERTY BOUNDARY

BOURNESIDE BLVD
(EXISTING 120' RIGHT-OF-WAY)

16" WATER MAIN

POLEY BRANCH
MILL CREEK

WL-A

WL-X

WL-Y

PROPERTY BOUNDARY

PROPERTY BOUNDARY

44TH AVE EAST
(FUTURE 120' RIGHT-OF-WAY)

WL-B

10" RECLAIMED MAIN

WL-C

PROPERTY BOUNDARY

EXISTING LOCAL IRRIGATION

4" FORCE MAIN

8" FORCE MAIN

WL-F

WL-G

12" WATER MAIN

POLEY BRANCH
MILL CREEK

WL-W

4" FORCE MAIN

WL-V

SCHOOL

400'

WELL

WL-U

TO UIHLEIN

12" FORCE MAIN

44TH AVE EAST
(EXISTING 120' RIGHT-OF-WAY)

LOCAL IRRIGATION

WL-D

10" FORCE MAIN

NE-WL-W1A

12" RECLAIMED MAIN

WL-T

WL-S

PROPERTY BOUNDARY

EXISTING 8" WATER MAIN

8" WATER MAIN

EXISTING LOCAL IRRIGATION

EXISTING 8" WATER MAIN

8" FORCE MAIN

WL-E

WL-4

16" RECLAIMED MAIN TRANSMISSION

WL-H

WL-I

PROPERTY BOUNDARY

RANGELAND PKWY
(EXISTING 120' RIGHT-OF-WAY)

LOCAL IRRIGATION

RANGELAND PKWY
(FUTURE 120' RIGHT-OF-WAY)

WL-G

16" RECLAIMED MAIN TRANSMISSION

12" WATER MAIN

12" WATER MAIN

WL-Z1

8" FORCE MAIN

BRU
LAKE

WL-Q

WL-Q1

PROPERTY BOUNDARY

PROPERTY BOUNDARY

WL-R

WL-J

WL-N

WL-P

WL-Z2

10" WATER MAIN

NE-WL-41

WL-O

PROPERTY BOUNDARY

1" = 600'
0' 300' 600' 1200'

LEGEND

- SANITARY FORCE MAIN
- POTABLE WATER MAIN
- IRRIGATION MAIN
- RECLAIMED WATER MAIN
- WELL WATER
- WATERSHED BOUNDARY

Client/Project
LWR COMMUNITIES, LLC

TAYLOR PROPERTY GDP PLANS

Permit/Seal
PRELIMINARY NOT FOR CONSTRUCTION

Issued	By	Appd	YYYY.MM.DD

Revision	By	Appd	YYYY.MM.DD

Consultant

Stantec

Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota FL 34240-8414
Tel: (941) 907-6900
www.stantec.com

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Project No.: 215615741
File Name: 215615741-01C-801EX
Scale: 1" = 600'
Drawn: MSC/RB616 Date: 11/2021
Dsgn. Chkd. YYYY.MM.DD
Title: PRELIMINARY UTILITY PLAN
Revision: Sheet: 1 of 1
Drawing No. **1**

AGENDA ITEM NO. 13.5

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Extension 3 of the Use of the State of Florida Contract #43211500-WSCA-15-ACS, for Computer Equipment, Peripherals, and Services, SDMC No. 15-0074-SM, Continued Procurement for Products and Services, Estimated in the Amount of $2,500,000.00

Executive Summary
The Board previously approved the use of the NASPO ValuePoint Contract #43211500-WSCA-15-ACS for computer equipment, peripherals, and services. The contract has been extended, with the agreement of the suppliers, through February 28, 2023. The District purchases computers, peripherals, and services from the authorized resellers/fulfillment subcontractors per the State of Florida agreement. The Information Technology budget accounts for 60% of the expenditures, with the other 40% of the expenditures budgeted through school, special programs, grants, and other funds as needed.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. Expenditures for the contract extension period are expected to be in line with the current year's spend. The requested contract extension is for the period of August 1, 2022 through February 28, 2023.

Historical expenditures are as follows:
- 2020-2021 school year: $3,462,059.89
- 2021-2022 school year: $2,928,733.46
- YTD 2022-2023 school year: $1,060,238.89

The contract has a list of qualified suppliers that can be used to obtain quotes. The awarded suppliers that the District intends to use are:

- CDW Government Inc., Vernon Hills, IL, Florida Document No. M10000000049
- United Data Technologies, Miramar, FL, Florida Document No. P95000023595
- Broadway Typewriter DBA Arey Jones Educational Solutions, San Diego, CA, Florida Document No. F15000004088
- Other suppliers awarded on the contract as needed.

Subsection 6A-1.012(6) F.A.C. (5) allows school boards to purchase from existing proposals of other public entities upon agreement by the awarded vendor(s).

State Board Rule 6A-1.012(14) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.0041(14), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board.”

The supplier for Hewlett Packard computers and enterprise equipment is Hewlett Packard Financial Services Company, Berkeley Heights, NJ, Florida Document #F97000005739, and the fulfillment subcontractors of Hewlett Packard Enterprise Company, Santa Jose, CA, Florida Document# F15000001011.

This item aligns with the District’s Strategic Plan Goal(s) which state(s):

Technology & Innovation | Goal 1
Maintain a technology refresh plan that provides equitable, sustainable, and relevant technology resources to all students and staff.

Technology & Innovation | Goal 2
Implement and sustain a modernized communication system infrastructure for all schools.

Recommendation

The Superintendent recommends approval of Extension 3 of the use of the State of Florida Contract #43211500-WSCA-15-ACS, for computer equipment, peripherals, and services, SDMC No. 15-0074-SM, continued procurement for products and services, estimated in the amount of $2,500,000.00.

Financial Impact

The funding source for this expenditure is Capital, General Fund, Referendum Fund, Grants, and school/department funds and is included in the proposed budget for 2022-2023.

Contact

Submitting Departments: Purchasing and Information Technology
Initiated By: Ruth Gruett and Scott Hansen

AGENDA ITEM NO. 14.1

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Internal Auditor Report

Executive Summary
On March 19, 2022, the Audit Committee recommended the Position Control Report from the Internal Auditor, Carr, Riggs & Ingram (CRI), to be presented to the School Board. CRI presented the report to the Board during the June 23, 2022, School Board Workshop.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Recommendation
Motion and approval of the Internal Auditor report.

Financial Impact
There is no financial impact.

Contact
Submitting Department: School Board

Attachments:
CRI Position Control Report

School Board of Manatee County

Internal Audit of the Position Control Function in PeopleSoft

April 25, 2022

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Table of Contents

	Page
TRANSMITTAL LETTER	1
EXECUTIVE SUMMARY	2
Background	6
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

April 25, 2022

Audit Committee and School Board of
Manatee County
215 Manatee Ave. W.
Bradenton, FL 34205

Pursuant to the approved 2021/2022 internal audit plan, we hereby submit the Internal Audit of the Position Control Function in PeopleSoft. We will be presenting this report to the Audit Committee at the next scheduled meeting on May 4, 2022.

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 Position Control Function in PeopleSoft.
Background	This provides an overview of the components of the Position Control Function in PeopleSoft.
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.
Exhibit 1	Staffing and Allocation Report Example – included for informational purposes only.

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

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The internal audit of the Position Control Function in PeopleSoft was included in the 2021/2022 Internal Audit Plan. When the Personnel Audit was conducted during the 2020/2021 school year, the development of the Position Control Function within PeopleSoft was still in process. The Position Control Function, as it relates to allocation and staffing levels, at the time was manual in nature and was being transitioned to PeopleSoft. Therefore, elements of this process, as noted in the Background Section, were deferred until the function was implemented in PeopleSoft. Additionally, during the Budget Function Audit performed in the 2021/2022 school year, we evaluated certain components that are used as part of the Position Control Function within PeopleSoft as it relates to Full Time Equivalent (FTE) allocation. Therefore, this audit focused on the Position Control Function within PeopleSoft in the areas as follows:

- Procedures and Training
- System Access
- Accuracy of the *Staffing Allocation Report*

There is no "Position Control Module" in PeopleSoft. Rather, a report, the *Staffing Allocation Report,* is produced from multiple modules, data, and applications within the Human Capital Management (HCM) suit in PeopleSoft. HCM is a suite of PeopleSoft modules used to manage employee and human resource functions. The *Staffing Allocation Report* provides a real time staffing report that serves as a one stop resource for departments and schools. The following modules and sources are used to create the *Staffing Allocation Report*:



Human Resources Module - The HR module maintains position and employee data. Data that is stored and updated in this module relates to employee, job, position, compensation, and benefit

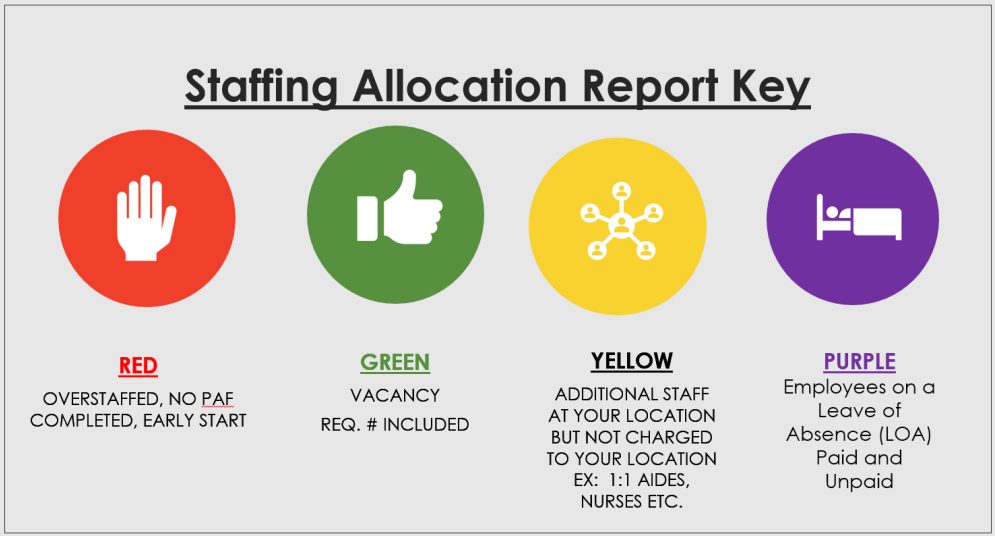
information. Information such as departments, job codes, job data, and base compensation are pulled from this module and used within the report.

Department Budget Module - Budget (Commitment Accounting). PeopleSoft Commitment Accounting is the budgeting module for HR, which enables users to allocate salary costs to different funding sources. The common funding sources are general fund, grants, and referendum.

Position Management Module - Helps organizations structure their human resources system by position rather than by job. In many organizations, employees share a single job code even though they may perform the job in different departments, locations, or business units. The majority of PeopleSoft customers leverage position management to define positions for all the various combinations possible, tie budgets directly to positions where necessary, and ultimately provide greater insight into the HR organizational and cost structures.

Allocation Application – This is a bolt on custom application that was implemented to allocate full time equivalents (FTEs) to positions to allow for the *Staffing Allocation Report* to be created. The positions are input into Allocation application by the Allocation Administrator located in the Budget Department. The Allocation Administrator assigns the coordinating FTEs based on the budget with adjustments made throughout the year.

An example of the *Staffing Allocation Report* can be found at Exhibit 1. The *Staffing Allocation Report* is color coded to help the user easily identify key items within the report as follows:



Note: Personnel Action Form (PAF)

Overall, the specific areas evaluated during this audit as it relates to the Position Control Function in PeopleSoft are rated as ***Satisfactory.*** The *Staffing Allocation Report* was accurate and data within the report was supported. Training was provided to schools and departments in regards to running and

reviewing the report. The *Staffing Allocation Report* provides a real time staffing report that serves as a one-stop resource for departments and schools. This is not, however, an encumbrance tool to evaluate staffing levels as it relates to forecasting salary to the end of the school year compared to the budget. The *Staffing Allocation Report* has replaced the manual spreadsheets that were previously maintained by the Position Control group.

The specific test steps, exceptions, recommendations, and management responses can be found at Appendix A. The following is a summary of the areas that should be addressed:

- ***Allocation Application Procedures (PC-1) –*** As the Position Control Function has recently moved to PeopleSoft, procedures were not yet developed for the Allocation Application. It was recommended that the Allocation Administrator develop a PeopleSoft Job Aid (which was completed prior to the completion of the audit) for the use of the Allocation Application as well as procedures for documenting and maintaining support for allocation inputs and updates (see page 7). *Moderate*

- ***Separation of Duties - System Access (PC-2) -*** We reviewed employees with All Access rights and obtained their job titles to determine if access was appropriate and there was adequate separation of duties. All Access right for both the Allocation Application and the Position Management Module were granted to both employees in the Budget Department and the HR Department. Based on discussion with the PeopleSoft Contractor only the Allocation Administrator was making changes in the Allocation Application, and based on an activity log provided, only HR associates were making changes in the Position Management Module. Therefore the risk was reduced based on current activity in the application and module.. Full Access for the Allocation Application should only be to associates in the Budget Department for the Allocation Application and Full Access for the Position Management Module only to associates in the HR Department. Additionally, another associate in the Budget Department should be provided Full Access rights to serve as a backup to the Allocation Administrator (see page 9). *Moderate*

- ***Overstaffed Positions (PC-3) -*** There was one 1 out of 10 schools and 10 departments that was overstaffed based on our review of the *Staffing Allocation Report*. The system does not limit a HR associate from adding a position even if there is not an allocation. The positions were for a mathematics teacher and a long term substitute. Both of those positions were vacant and not filled, therefore employees were not in those positions. To mitigate risk HR pulls the report prior to posting positions in the recruiting module. Corrections were made to remove the positions. Management should inquire if the Position Management Module could limit adding positions based on allocations. As the Allocation Application resides outside of the Position Management Module, this might limit the ability to implement this control.

  Additionally, Management should create an overstaffed positions exceptions report. This report should highlight any overstaffed positions at a department or school. Although a report is currently available to be pulled for the District as a whole, it is a large report and would require a manual read through to identify those that are overstaffed. The frequency

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to review this report should also be determined to timely identify any positions that are overstaffed (see page 10). *Moderate*

- *Best Practice: Although the manual process used by the Allocation Administrator does an adequate job tracking changes to the Allocation Application, Management should pursue adding notes or a function to the Allocation Application to track changes and put notes for reasons of changes (see page 11).*

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

The Position Control group is located within the Human Resources (HR) Department and has the responsibility to manage employment transactions as provided by School Board policy and procedure and to determine position approval status to support budgeting. This group also oversees and coordinates the position control function of the School District with the creation, modification, and deletion of positions. When the Personnel Audit was conducted during the 2020/2021 school year, we reviewed new hires and evaluated the controls as it related to approving, posting, and hiring of employees as well as transfers and terminations. At the time of the Personnel Audit, the process was manual in nature and was being transitioned to PeopleSoft and; therefore, elements of this process were deferred until the process was implemented in PeopleSoft. Additionally, during the Budget Function Audit conducted in the 2021/2022 school year, we evaluated certain components that are used as part of the Position Control function within PeopleSoft as it relates to full time equivalent (FTE) allocation. Therefore, the Position Control Function in PeopleSoft Audit focused specifically on the process within PeopleSoft.

OBJECTIVE

To determine whether the Position Control Function within PeopleSoft is adequately documented, data used is accurate and supported, and access is properly granted.

SCOPE

Our internal audit scope reviewed components of the Position Control Function within PeopleSoft during the 2021/2022 school year.

METHODOLOGY

The internal audit focused on the Position Control Function within PeopleSoft and the areas as follows:

- Procedures and Training
- System Access
- Accuracy of the *Staffing Allocation Report*

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TESTING & RESULTS

Procedures and Training

Procedures

The Position Control group is located within the HR Department and has the responsibility to manage employment transactions as provided by School Board policy and procedure and to determine position approval status to support PeopleSoft-based budgeting. This group oversees and coordinates the Position Control Function of the School District with the creation, modification, and deletion of positions. During the Personnel Audit we reviewed new hires and evaluated the controls, procedures, and PeopleSoft Job Aids as it related to the approving, posting, and hiring of employees as well as transfers and terminations. This involved those actions conducted within the Position Management Module utilized by the Position Management group, one of the main HCM modules that impacts the *Staffing Allocation Report*.

We reviewed the budgeting process as it relates to FTE allocations in the Budget Function Audit. Budgets for schools are performed through Site-Based Budgeting, which determines the staffing needed based on full-time equivalent (FTE) at each school. The Allocation Administrator, located within the Budget Department, works with schools by providing them a spreadsheet to calculate the staffing needs at that school. Allocations for FTEs of departments are determined by the Zero-based budgeting process. The Allocation Administrator oversees the process of inputting and updating the allocations in the Allocation Application in PeopleSoft. This includes the initial input of budgeted staffing needs and changes throughout the year, as well as the documentation for and tracking of the changes. As it relates to the Allocation Application in PeopleSoft, we noted the following exception:

Allocation Application Procedures (PC-1) ***Moderate***

Condition: There were no written procedures developed for the Allocation Application.

Impact: A back-up or other associate in the Budget Department does not have guidance to perform the necessary duties in the system or maintain adequate back up for changes.

Criteria: Procedures and PeopleSoft Job Aids provide guidance to associates for the execution of necessary functions.

Cause: Procedures and PeopleSoft Job Aids have not yet been developed for the Allocation Application.

Recommendation: The Allocation Administrator should develop a PeopleSoft Job Aid for the use of the Allocation Application as well as written procedures for documenting and maintaining support for allocation inputs and updates.

It should be noted that during the course of the audit Management started the process to develop PeopleSoft Job Aids for the Allocation Application.

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Management Response:

Management Response: The Allocation Administrator worked with the Budget Systems Analyst to develop the following PeopleSoft Job Aids:

- ***Updating an Allocation – This Job Aid was created on 3/24/22 to explain how to make changes to the number of positions allocated to a school or department (for example, changing the number of 1st Grade Teacher positions at a school from 5 to 6).***
- ***Adding an Allocation to the Allocation Page – This Job Aid was created on 4/5/22 to explain how to add a new allocation to a school or department (for example, a new job description is board-approved and the allocation for the position needs to be added to a department).***

The Allocation Administrator is developing written procedures that will reference the Job Aids and outline the supporting documentation required to make allocation changes in the PeopleSoft ERP system.

Training

The Staffing Allocation Report Training Presentation was provided to all schools, principals and administrative staff, and departments at the start of the 2021 school year. The training provides an overview and explanation of the report, reference to the PeopleSoft Job Aid created to pull the report, and the Staffing Allocation Report Key, which is documented in the Background section of this report. The report is color coded to highlight certain attributes in the report, such as Overstaffed Positions (Red), Vacancy (Green), Additional Staff not charged to the Location (Yellow), and Employees on Leave (Purple). This allows the user of the report to easily identify any positions or items that need to be addressed, such as over staffing.

The HR Director provided recent agendas of meetings with school principals which involved a refresher on the Staffing Allocation Report. The HR Director noted that meetings of principals and school administrative staff are more common and frequent which allows for refreshers on topics such as the Staffing Allocation Report. As far as departments, there is not as much turnover at the departments for directors and staff. It is more difficult to gather all the various departments together for meetings, therefore, training can be provided when needed. If there is a new director at a department, they are provided with the presentation and PeopleSoft Job Aid and also shown how to obtain and read the *Staffing Allocation Report*.

No exceptions were noted with respect to the materials and training provided to schools and departments.

System Access

Separation of duties is critical within a system to ensure access is limited based on job responsibilities. In regards to the *Staffing Allocation Report*, the main two (2) sources that have the greatest impact in creating the report are the Position Management Module and the Allocation Application. Position Management Specialists in HR are responsible for updating and maintaining the Position

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Management Module. The Allocation Administrator in the Budget Department is responsible for updating and maintaining the Allocation Application. As allocations are a function of the Budget Department, access should be limited to those in the Budget Department. An employee in HR should not have the ability to increase an allocation, which might not be budgeted, and at the same time add a position.

We obtained a report from IT that contains access to the Allocations Application and Position Management Module. We reviewed the employees with All Access rights and obtained their job titles to determine if access was appropriate. We discussed the access with Management, and based on our review and discussions, we noted the exception:

Separation of Duties - System Access (PC-2) ***Moderate***

Condition: We noted the following based on our review:

Allocations Application

- There were 2 HR Employees with All Access rights.
- There is not a backup person with access in the Budget Department for the Allocation Administrator.

Position Management Module

- The Allocations Administrator had All Access Rights. (Per a note on the report and discussion with IT, the Allocation Administrator noted that access should be removed.)

Impact: The ability to add an allocation to a position and then add a position could circumvent the control of ensuring a position is only added if budgeted or approved.

It should be noted that based on discussion with the PeopleSoft Contractor that only the Allocation Administrator was making changes in the Allocation Application and that based on an activitylog provided, only HR associates were making changes in the Position Management Module. Therefore the risk was reduced based on current activity in the application and module.

Criteria: Access should be limited based on job responsibilities.

Cause: All Access rights was improperly granted.

Recommendation: Full access for the Allocation Application and the Position Management Module should be given to associates in either the Budget Department for the Allocation Application or the HR Department for the Position Management Module. Additionally, another associate in the Budget Department should be provided full access permission to serve as a backup.

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Management Response:

Each member of the Allocation Application team and the Position Control Module team has "full access" to their assigned module and/or application. Some of the members have access to both the module and the application, and during CRI's review of the ERP access assignments/permissions, CRI determined that three team members have unnecessary access to certain functionalities.

District management will review the appropriateness of these three members' access, and either provide additional justification for "all access", or revise access based on need for task-specific functionality.

Staffing Allocation Report Accuracy

Changes in the Allocation Application are made by the Allocation Administrator. During the Budget Function Audit we reviewed the process to obtain FTE calculations for schools and those submitted by departments. The Allocation Administrator uses those results and inputs them into the Allocation Application at the start of the school year. Any changes to schools are documented on the Allocation Spreadsheets for the schools, which we also reviewed during the Budget Audit. Footnotes for the reason of changes are made on these spreadsheets along with any backup documentation, with the corresponding changes then made in the Allocation Application. For departments, the Allocation Administrator will print out a copy of the page for that department in the Allocation Application and make footnotes on each of the sheets to explain any changes and also to save any emails or other supporting documentation. Although documentation is kept outside of the system, changes are made within the system and relied upon for the *Staffing Allocation Report.*

We haphazardly selected 10 departments and 10 schools to test the accuracy of the allocations on the report and performed the following:

- Compared total allocation on the *Staffing Allocation Report* for the Department/School to the total allocation on the final approved budget.
- Obtained supporting documentation and reconciled any differences between the *Staffing Allocation Report* and the final approved budget.
- Determined that the staffing levels matched or were less than the allocation amount. Any staffing level above the allocation amount would indicate that the school/department is overstaffed.
- Reviewed the report for any individual positions that were highlighted in RED. A position highlighted in RED would indicate a position is overstaffed.

We were able to reconcile allocations for the department and schools back to the approved budget. For any differences, we were provided with documentation which contained footnotes and additional support for the changes throughout the school year. We did however note the following:

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Overstaffed Positions (PC-3) ***Moderate***

Condition: There was one 1 (school) that was overstaffed based on the report at the time of our review. The allocated amount on the report was 90, which was supported, while the staffing level on the report was 92.

Impact: Positions could be filled for positions that were not budgeted. However, to mitigate risk, HR pulls the report prior to posting positions in the recruiting module

Criteria: Positions should only be added when a positions is allocated in the Allocation Application.

Cause: The positions were created in addition of the budgeted allocation. The system does not limit a HR associate from adding a position even if there is not a budgeted allocation. The positions were for a mathematics teacher and a long term substitute. Both of those positions were vacant and not filled, therefore employees were not in those positions. The Position Control Specialist removed those positions based on our review.

Recommendation: Management should inquire if the Position Management Module could limit adding positions based on budgeted allocations. As the Allocation Application resides outside of the Position Management Module, this might limit the ability to implement this control.

Additionally, Management should create an overstaffed positions exceptions report. This report should highlight any overstaffed positions at a department or school. Although a report is currently available to be pulled for the District as a whole, it is a large report and would require a manual read through to identify those that are overstaffed. The frequency to review this report should also be determined to timely identify any positions that are overstaffed.

Management Response:

Management has created an "IT work ticket" (#72442) to request that Agitech (contracted service provider) enhance the functionality of the Position Management Module to establish a connection with the Allocation Application to ensure posted positions do not exceed allocations.

Management has created an "IT work ticket" (#72444) to request that Agitech (contracted service provider) create an "overstaffed positions exceptions" report, with the recommended specification (above).

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Best Practice: Although the manual process used by the Allocation Administrator does an adequate job tracking changes to the Allocation Application, Management should pursue adding notes or a function to the Allocation Application to track changes and put notes for reasons of changes.

Management Response:

Management has created an "IT work ticket" (#72446) to request that Agitech (contracted service provider) add "job-tracking change functionality to the Allocation Application, with the recommended specification (above).

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Exhibit 1
Staffing Allocation Report Example

Run By: 301552
RunControl: 0061

Staffing Allocations

Page No: 2
Run Date: 3/
Run Time: 1

Department: 0061 * Bayshore Elementary School **Function** : SMP * Supervisor, Manager, Professio **Sub Function**: RNS * Nurse, School, RN

Position	JobCode	Account Code	Staffing	FTE	Vacant	Job Opening
59007957*Nurse, School, RN	61320*Nurse, School, RN*44 177614*Pletcher,Bernadette R.	10101-0601-61310-416101-14722		0.03	0.00	
59007957*Nurse, School, RN	61320*Nurse, School, RN*44 177614*Pletcher,Bernadette R.	10101-0061-61310-416101-14722		0.03	0.00	
59007957*Nurse, School, RN	61320*Nurse, School, RN*44 177614*Pletcher,Bernadette R.	10101-0601-61310-416101-00000		0.47	0.00	

	Allocation	Staffing	Filled	Vacant	Leave	LTS
Department 0061, **Function** SMP, **Sub Function** RNS **Totals:**	1.00	1.00	1.00	0.00	0	0
Department 0061, **Function** SMP **Totals:**	1.00	1.00	1.00	0.00	0	0
Department 0061 **Totals:**	86.00	86.00	81.00	5.00	0	1

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Legend

Position	Position, Position Descr
Jobcode	Jobcode, Job Title, USS Cd, SupervisorId, Supervisor name
Account Code	Fund, DeptId, Function, Account, Program Code, Business Unit PC, Project, Activity
Staffing	Name, EmplId, Empl Rcd, Empl Status, Employee Type, Sal Admin Plan, Grade, Step, Union Cd, Compfreq, Paygroup, Std hrs, Location
Job Opening	Posting ID, Open Date, Target Openings

AGENDA ITEM NO. 14.2

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Travel Expense Associated with the School Board Members' Attendance at the Greater Florida Consortium of School Boards (GFCSB) Meeting, August 24-26, 2022, at the Riverside Hotel Fort Lauderdale, FL, Not to Exceed $2,000.00

Executive Summary
School Board Members Chad Choate, Gina Messenger and Mary Foreman would like to attend the Greater Florida Consortium of School Boards (GFCSB) Meeting August 25-26, 2022, in Fort Lauderdale, Florida.

Florida Statute § 1001.39 (2021) requires that when School Board members travel outside of the District and request reimbursement of travel expenses in excess of $500.00, they are required to obtain prior confirmation from the School Board that the travel is for official school board business and that it complies with the rules of the State Board of Education.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Inclusive Culture & Engagement | Goal 2
Improve internal and external communications.

Recommendation
Motion and approval of the School Board Members' attendance at the Greater Florida Consortium of School Boards (GFCSB) Meeting, August 24-26, 2022, at the Riverside Hotel Fort Lauderdale, FL, not to exceed $2,000.00.

Financial Impact
The financial impact to the District will not exceed $2,000.00. The source of funds is the General Fund and is included in the School Board proposed budget for 2022-2023.

Contact
Submitting Department: School Board

Attachments:
GFCSB August Meeting Announcement
Travel Expense Worksheet GFCSB August 2022

Greater Florida Consortium of School Boards

Nora Rupert
600 SE Third Avenue
Ft. Lauderdale, FL 33301
(754) 321-2007



June 21, 2022

TO: GFCSB Members

FROM: President Nora Rupert

S A V E T H E D A T E S

THE GREATER FLORIDA CONSORTIUM OF SCHOOL BOARDS WILL HAVE A

M E E T I N G

RIVERSIDE HOTEL

620 East Las Olas Boulevard
Fort Lauderdale, FL 33301
Phone: (954) 467-0671

Room Rates: $139.00/$169.00/$189.00
https://reservations.travelclick.com/15542?groupID=3512441
(Available Wednesday, August 24, 2022 – Sunday, August 28, 2022)

AGENDA

THURSDAY, AUGUST 25, 2022 – 11:30AM (LUNCH) - 9:00PM

GFCSB 2023 Legislative Program Development	12:00 – 5:00 pm
GFCSB Reception	5:30 – 6:30 pm
GFCSB Dinner	7:00 – 9:00 pm

(Cuba Libre Restaurant – 800 E. Las Olas Blvd., Ft. Lauderdale, FL 33301)

AND

FRIDAY, AUGUST 26, 2022 – 8:00 AM - 12:00 PM

GFCSB Breakfast Meeting

Travel Expense Worksheet						
Expense	# Attending	# of Nights	Per diem			
Mileage						
226	3		0.56	379.68		
226	3		0.56	379.68		
Hotel						
160.00	3	2		960.00		
				0.00		
				960.00		
Registration						
0.00	3			0.00		
Food						
Breakfast	3	2	6.00	36.00		
Lunch	3	2	11.00	66.00		
Dinner	3	2	19.00	114.00		
				216.00		
Total Expenses Anticipated					1,935.4	

AGENDA ITEM NO. 14.3

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing

Title
Approval of the Revised Schedule of School Board Regular Meetings

Executive Summary
On November 16, 2021, the Board approved of the times and dates for Regular Meetings. The Board will consider changing the time of the August 23, 2022 Meeting from 5:00 PM to 10:00 AM.

A revised schedule of meeting dates and times is attached for review.

Contact
Submitting Department: School Board

Attachments:
2021-22 Board Meeting Dates - Revised DRAFT

SCHOOL BOARD OF MANATEE COUNTY

2021-22 Meeting Dates Calendar

Month	Regular Meeting ~~(2nd Tuesday)~~ Time 10:00 a.m.	Regular Meeting ~~(4th Tuesday)~~ Time 5:00 p.m.	
December	14		*One meeting in December due to Winter Break
January	11	25	
February	8	22	
March	8		*One meeting in March due to Spring Break
April	12	26	
May	10	24	
June	14	28	
July		26	
August	9 and 23	~~23~~	
September	13	27	
October	11	25	
November	8	**22*** ***Reorg Meeting***	

~~10/21/2021~~ Revised 07/26/2022

AGENDA ITEM NO. 14.4

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing

Title
Approval of Citizens' Financial Oversight Committee (CFOC) Member

Executive Summary
Mr. Michael Hartman has applied to be a member of the Citizens' Financial Oversight Committee. Board Member Foreman and Citizens' Financial Oversight Committee Chair Ballard have interviewed Mr. Hartman.

Mr. Hartman's resume is attached for review.

Contact
Submitting Department: School Board

Attachments:
Michael Hartman Resume

Michael Hartman

EXPERIENCE

Frontier Equipment Technician

2016-2020 - **Air Dryer maintenance/repair**

Sarasota county

Manatee county

Pinellas county

Pasco county

Hillsborough county

Maintain and repair Central office Air dryers and remote
Air dryers and Monitor units.
Maintain a supply warehouse.
Order parts for Air dryers and Monitor units and track
Costs and inventory. 20k+ monthly-250k+ yearly

Verizon Equipment Technician

2000-2016- Air Dryer maintenance/repair

Sarasota county

Manatee county

Pinellas county

Pasco county

Hillsborough county

Maintain and repair Central office Air dryers and remote
Air dryers and Monitor units.
Maintain a supply warehouse.
Order parts for Air dryers and Monitor units and track
Costs and inventory. 30k+ monthly-400k+ yearly
Maintain Air dryers in restricted area in Tampa airport
And Macdill Air Force base,
Worked with area Directors for Air dryer replacement.
Trained new personnel in practices and procedures
For Maintenance and repair of Air dryers and Monitor units.

Gte communications Repair/Maintenance/Installation Technician

1980-2000 installation/repair construction/Air pressure

Manatee county

Residential/Business phones
Cable splicing/repair
Air pressure maintenance/repair
Trouble analysis center
Engineering new computerized Air pressure
Monitoring system.
Air dryer maintenance/repair

EDUCATION

Manatee Votech-Hvac-Refrigerant License

Bachelor of Religious education

Potomac Sr High

Other-
US Navy Veteran

AGENDA ITEM NO. 14.5

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing

Title
Approval of the Citizens' Financial Oversight Committee's 2021 Annual Report

Executive Summary
Resolution 2017-11 providing for a one mill increase was passed on November 14, 2017 to increase student achievement through certain described means.

The Resolution provided that an “oversight committee appointed by the School Board shall issue an annual report to insure the proper stewardship of the funds. In addition, the committee shall identify relevant outcomes and results to the community”.

The Citizens' Financial Oversight Committee (CFOC) presented their Annual Report to the Board during the June 16, 2022 Workshop.

Contact
Submitting Department: School Board

Attachments:
Annual Report FY 2021 Final Draft

June 16, 2022

Manatee County School Board
215 Manatee Avenue West Bradenton, FL 34205

Dear Members of the School Board,

The Citizens' Financial Oversight Committee ("CFOC") has completed its review of the revenue, expenses and operating reserves of the one mill increase in the school ad valorem millage pursuant to "Resolution 2017-11" (the "Resolution") for the fiscal year ending June 30, 2021.

Our review included accessing audited financial records of the Manatee County School District (the "District"), compiling and summarizing detailed records into the data included in this report. We performed certain analytical procedures to verify our conclusions. Also, we relied upon representations of the District, and the internal audit procedures of restricted funds of the District in reaching our conclusions.

Except as otherwise set forth herein, it is our finding that tracking and accounting of Resolution Revenue and Resolution Expenditures were in material compliance with the operating budget established by the District and approved by the Board for the twelve months ending June 30, 2021.

In addition to the CFOCs review of financial records of the District, the CFOC has reviewed certain data to identify relevant outcomes related to the use of the Resolution Revenue (as hereinafter defined) consistent with the stated goals of the Resolution. As illustrated within this report, the district has shown improvement in metrics related to goals set forth in the initiative. This improvement can be attributed to many factors including implementation of the referendum. That said, certain data and analysis being measured at this time are presented in this report.

Note that the CFOC has experienced difficulty in acquiring homogenous datasets for comparison of data before and after the commencement of the use of the Resolution Revenue. The CFOC seeks continued cooperation with the District administration and staff in that regard.

It is the CFOC's opinion that all conclusions in this report are based on materially correct data; however, information and representations made by the District are subject to change.

David Lee N. Ballard

Chair, Citizens' Financial Oversight Committee

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Creation of the Citizens' Financial Oversight Committee

The Citizens' Financial Oversight Committee ("CFOC") was created through the Manatee County School District School Board's approval and adoption of Resolution 2017-11 on November 14, 2017, and the subsequent vote in favor of the one mill increase in the operating ad valorem millage by the constituents of Manatee County in the Special Election held on March 20, 2018.

More specifically: (a) the ballot summary question language approved in Resolution 2017-11 stated the funds generated by the one mill increase to the operating ad valorem millage would be "…. overseen by an independent citizens' committee"; and (b) paragraph 4 of Resolution 2017-11 provided as follows: "Provided the millage increase for Manatee County Schools is approved, a financial oversight committee appointed by the School Board shall issue an annual report to insure proper fiscal stewardship of the funds. In addition, the committee shall identify relevant outcomes and report results to the community.

The School Board appointed the initial members of the committee in 2018 who serve subject to the committee charter approved by the CFOC and the School Board. Over the past two years, the Board has appointed subsequent members as terms have expired. As of June 30th, 2022, four members' terms are expiring.

Mission of the CFOC

The Mission of the CFOC is to: (i) provide oversight to ensure proper fiscal stewardship of operating funds provided by the one mill increase in the operating ad valorem millage; (ii) identify and measure relevant outcomes from the deployment of the funds from the one mill increase; and (iii) report results to the School Board and the community.

Operation and Organization of the CFOC

In prior years, three sub-committees of the CFOC were formed. To streamline work and avoid duplicative District-staffed meetings, the Committee switched to single-member liaisons. This member attends meetings with the District's Working Group and reports back to the full committee.

Financial Review and Analysis

We have completed our review of the Resolution Revenue, Expenditures and operating reserves of the Resolution Revenue. Our review included accessing audited financial records of the District, compiling and summarizing detailed records into the data included in this report. We performed certain analytical procedures to verify our conclusions. Also, we relied upon representations the District, and the internal audit procedures of restricted funds of the District in reaching our conclusions.

Defining Terms

- Resolution Revenue: Revenue generated from the one mill increase in the school ad valorem millage pursuant to Resolution 2017-11.
- Core Revenue: All other general fund revenue
- Resolution Expenditures: Expenditures restricted from the Revenue source of the one mill increase in the school ad valorem pursuant to Resolution 2017-11
- Core Expenditures: All other general fund expenditures

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Conclusions

Our review concludes that the financial records of the District represent, in all material respects, proper recording and tracking of the Resolution Revenue, Resolution Expenditures and operating reserves related to the Resolution Revenue as presented in the following schedules (appendices to this report):

- Resolution Budget vs. Actual Expenditures/Fund Balance by Project for the Year Ended June 30th, 2021 (Schedule A)
- Recap of Comparative Income and Expense Data and Analysis of Increase/Decrease for the Initial Year of Resolution Amounts (Schedule B)

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Analysis

Schedule A presents a comparison of budgeted Resolution Expenditures to actual Resolution Expenditures for the fiscal year ending June 30th 2021. Resolution Revenue budgeted but not spent in a given Project accounting category in the fiscal year ended June 30, 2021 was carried forward to the 2020-2021 budget as adjustments restricted to the Project accounting category the funds were originally budgeted for. Similarly, Resolution Expenditures more than the budgeted amounts were carried forward to the following fiscal year as adjustments in the 2020-2021 budget.

Schedule B presents comparative revenue and expense information and corresponding year over year change analysis. Total expenditures from the General Fund for the District increased by 4.66% with Core Expenditures contributing 2.74% of the increase and Resolution Expenditures contributing 29.66%.

Total revenue for the District also increased 0.54% with Core Revenue and Resolution Revenue contributing -0.20% and 8.71% respectively.

Discussion and Recommendations

Consistent with the CFOC's prior recommendation regarding maintaining increases in Core Expenditures consistent with economic conditions, the CFOC again recommends the School District consider Core Expenditure increases after accounting for inflation. Should there be a correlation between spending in certain areas and the success of the District, in the case of Instruction, there was likely no Core Expenditure increases net of inflation. CPI-U has increased by 10.2% between March 2021 and March 2022, per the Bureau of Labor Statistics.

Incremental increases in Resolution Revenue through an increase in tax assessed values alone will not be sufficient to fund the necessary increases in certain Core Expenditure areas. The following is a breakdown of wage increases over the past 4 years with Core increases and increases that the Referendum brought to wages.

In addition, the CFOC recommends that the district develops and implements a method to track retention and turnover on an employee basis. The current system tracks on the basis of a filled position, regardless of whether the same employee filled that position.

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Explanation of Teacher Pay by Source

Core Pay	Steps	2017-'18	2018-'19	2019-'20	2020-'21	Three Year Increase
Minimum entry level	1C	$38,892	$39,096	$39,197	$44,941	15.55%
Maximum entry level	8A	$44,634	$44,839	$44,941	$44,941	0.69%
Maximum	37C	$65,187	$71,739	$71,840	$71,840	10.21%

Referendum Supplement	Steps	2017-'18	2018-'19	2019-'20	2020-'21	Annual Increase due to Referendum
Minimum entry level	1C	N/A	$4,008	$4,728	$5,201	$5,201
Maximum entry level	8A	N/A	$4,008	$4,728	$5,201	$5,201
Maximum	37C	N/A	$4,008	$4,728	$5,201	$5,201

Additional ¼ Hour	Steps	2017-'18	2018-'19	2019-'20	2020-'21	Increase due to Referendum
Minimum entry level	1C	N/A	$1,303	$1,307	$1,498	$1,498
Maximum entry level	8A	N/A	$1,495	$1,498	$1,498	$1,498
Maximum	37C	N/A	$2,391	$2,395	$2,395	$2,395

Total	Steps	2017-'18	2018-'19	2019-'20	2020-'21	Three Year Increase
Minimum entry level	1C	$38,892	$44,407	$45,232	$51,640	32.78%
Maximum entry level	8A	$44,634	$50,342	$51,167	$51,640	15.70%
Maximum	37C	$65,187	$78,138	$78,963	$79,436	21.86%

Additional Supplements	Steps	2017-'18	2018-'19	2019-'20	2020-'21	Three Year Increase
Master's Degree		$907	$937	$937	$937	3.31%
Specialist		$3,325	$3,436	$3,436	$3,436	3.34%
Doctorate		$5,743	$5,934	$5,934	$5,934	3.33%

Maximum "Step" in 2017-18 was 30C @ $65,187

House Bill 641 established minimum entry level pay to be Step 8A in 2020-'21

Relevant Outcomes and Results

Pursuant to the Resolution, the CFOC has identified relevant outcomes related to the use of the Resolution Revenue, consistent with the stated goals of the Resolution. In order to measure these outcomes, the CFOC has relied upon representations of the District. There have been persistent limitations to acquiring the information requested from the District. This primarily relates to historical information stored in the previous enterprise management system used by the District that is no longer readily accessible. Where applicable, we have worked with the District to find alternative sources of consistent, reliable data.

As illustrated within this report, the district has shown improvement in metrics related to goals set forth in the initiative. This improvement can be attributed to many factors including implementation of the referendum. There has been recent improvement in this Committee's ability to receive consistent, reliable, and timely information in a format that is conducive to data analysis; however, concern remains that the tracking of relevant outcomes related to the Resolution is spurred by this Committee, and there is not a strong system in place to measure relevant outcomes of the Resolution as it relates to teacher and staff recruitment and retention.

Student achievement has continued to rise (when using school grade as a proxy for student achievement). The recruitment and retention of teachers and staff with competitive salaries has proven to be a challenging area to measure. Limited historical information is available. More recent information regarding teacher retention has only become available as the result of the hard work and resourcefulness of administrative staff members. So far, data is only available for the 2016-2017, 2017-2018, and 2018-2019 school years. Some data was collected for the 2019-2020 school year, but no school grades were assigned due to the COVID-19 pandemic. 2020-2021 school grades were only available if a District opted in. This Committee attempted to collect the information that was readily available, but some of the information previously collected was unavailable. No conclusion can be drawn about the impact of Resolution Revenue on retention. Information related to the expansion of Career and Technical Education and STEM programs supported by the Resolution Revenue is being measured, including the number of programs added as well as student participation in these programs.

"To increase student achievement…"

We have examined the grades of each school in the District from 2015 to 2019. Though the District grade itself has remained consistent as a "B" for the last three years, 2016-'17 thru 2019-20 (not illustrated in this report), individual school performance has improved. By the end of the 2018-2019 school year, all but two schools were a grade C or above. This information was provided by the Florida Department of Education website. We are assuming that school grades can be used as a proxy for student performance. Again, school grades for the 2020-2021 school year are unavailable.

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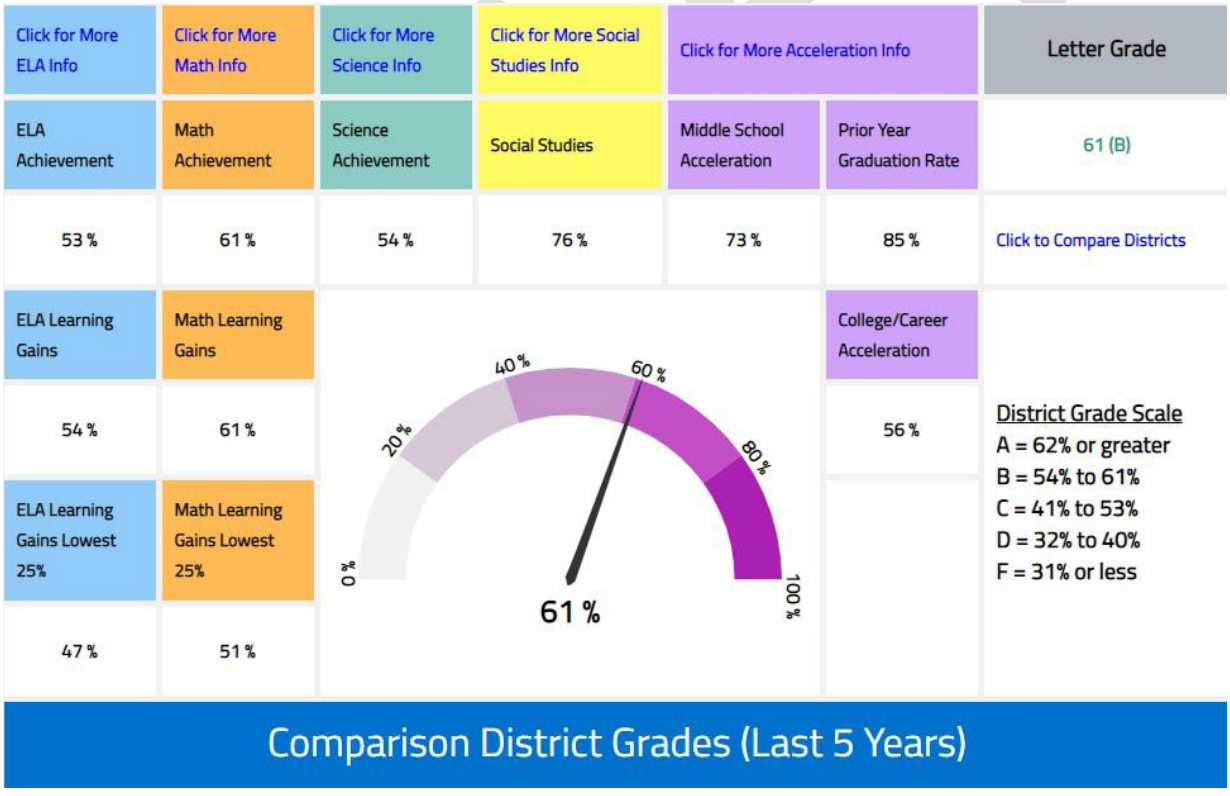
Number of Schools by Letter Grade						
School Grade	2015	2016	2017	2018	2019	2020
A	16	5	14	15	21	N/A
B	14	16	13	18	19	N/A
C	11	27	20	19	18	N/A
D	10	7	11	6	2	N/A
F	5	2	0	0	0	N/A
	56	57	58	58	60	N/A

However, District rating improved from 641 for FYE June 2018 to 668 for FYE June 2019 (9 points below an "A" Rating, lifting state ranking from 33rd to 28th. The District projected their annual score to be 702 for FYE June 2020, but the State DOE did not release District Scores for 2020-21.

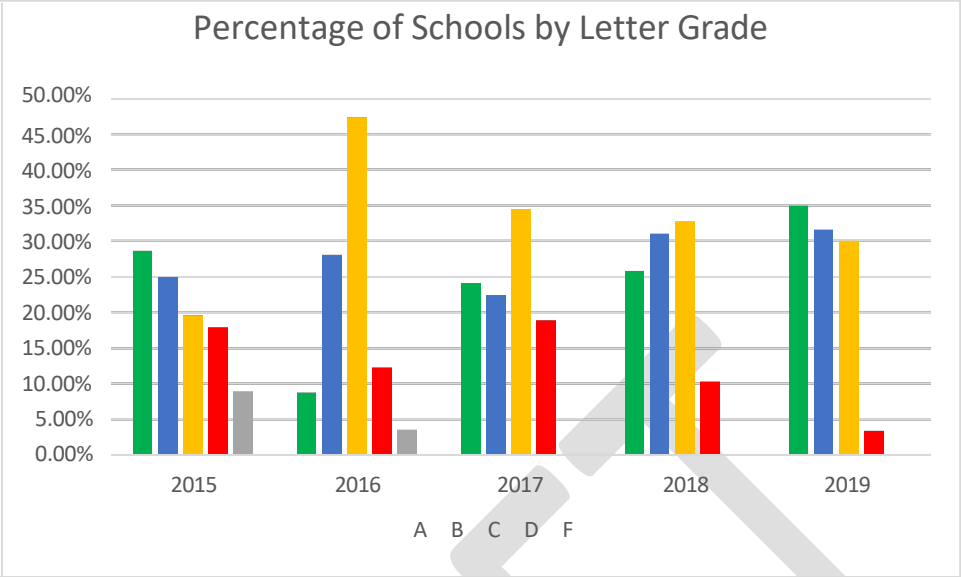
Department of Education (DOE)
https://www.fldoe.org/

2020-21 Guide to Calculating School Grades and District Grades
https://www.fldoe.org/core/fileparse.php/18534/urlt/SchoolGradesCalcGuide21.pdf

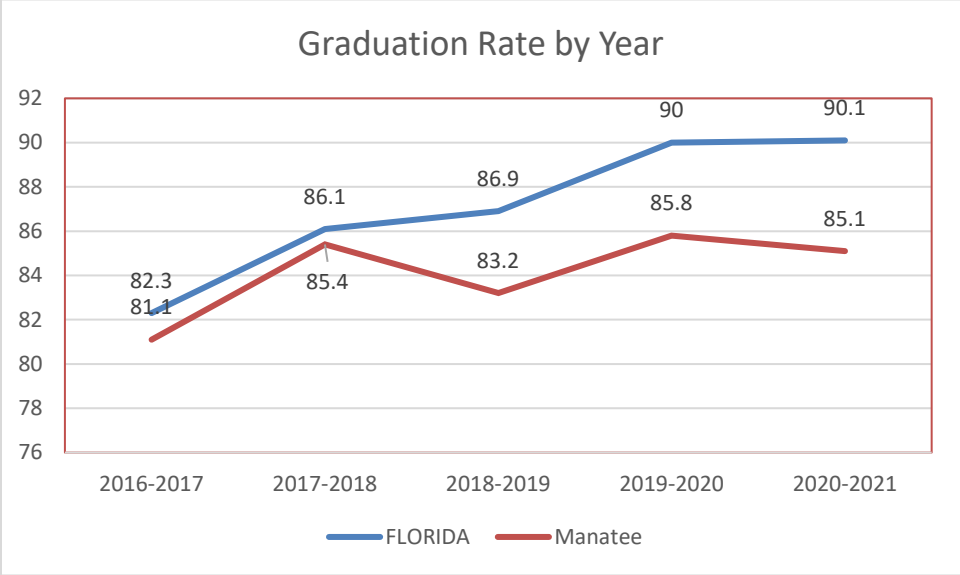
Academic Dashboard
https://www.manateeschools.net/academicdb



The chart below shows the percentage of schools in the District that were grades A through F from 2015 to 2019.



The chart below shows the graduation rate in the district compared to the state as a whole from 2016-17 to 2020-2021. Note the 4% increase over that time period but a widening graduation rate gap compared to the state's 7.8% increase.

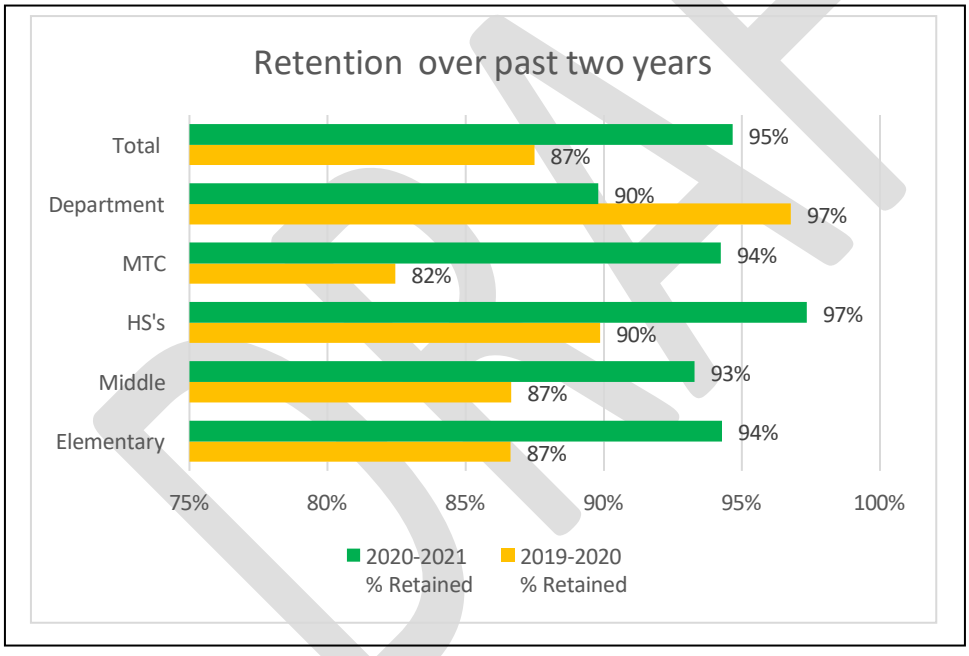


"To recruit and retain teachers and staff…"

This Committee has worked with the District to try to collect sufficient information to establish a historical baseline. Unlike student achievement, this is an area where we would expect to see immediate results. While the Resolution includes both teachers and staff, we have placed special focus on teachers. Some of the relevant outcomes we have identified include:

- Teacher retention
- Teacher vacancy rates
- Number of teachers with advanced degrees
- Average number of years of teaching experience
- Number of first-year teachers versus experienced teachers

The following chart was provided to the CFOC by the Administration showing teacher retention at the elementary, middle, and high school levels, as well as MTC and cross-departmental teachers. This was created by comparing the teachers recorded on 8/10/2020 (the beginning of the school year and comparing it to those recorded on 5/21/2021 (the end of the school year). For data comparison from 2019-20 year, the District used information from beginning of school year from Aug 2019 and Aug 2020. Since it does not use the same methodology as prior years, the CFOC is presenting this information with that caveat for review.



The CFOC recommends that the district develops and implements a method to track retention and turnover on an employee basis. The current system tracks on the basis of a filled position, regardless of whether the same employee filled that position.

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Instructional Staff Retention
School Year 2019 - '20
Beginning of Year 2019 to Beginning 2020

Location	Instructional Staff as of Aug 6th, 2019	Left District	Instructional Staff as of Aug 10th, 2020	% Retained
Elementary Schools	1,563	209	1,354	87%
Middle Schools	614	82	532	87%
High Schools	661	67	594	90%
Manatee Technical College	57	10	47	82%
Department*	62	2	60	97%
Total **	2,957	370	2,587	87%

* Note: There are teachers who are assigned to departments and may serve multiple school sites.

** The numbers include MEA instructional members (teachers, counselors, media specialist, and other non-classroom staff paid on the teacher salary schedule.)

Instructional Staff Retention
School Year 2020 - '21
Beginning of Year to End of School

Location	Instructional Staff as of Aug 8th, 2020	Left District	Instructional Staff as of May 21st, 2021	% Retained
Elementary Schools	1,503	86	1,417	94%
Middle Schools	640	43	597	93%
High Schools	641	17	624	97%
Manatee Technical College	52	3	49	94%
Department*	49	5	44	90%
Total	2,885	154	2,731	95%

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Teacher Population with Advanced Degrees

Degree Type	6/7/2017		6/6/2018		2/4/2020		6/7/2021	
	#	%age	#	%age	#	%age	#	%age
Doctorate	56	2.07%	67	2.20%	74	2.47%	55	2.03%
Specialist	52	1.93%	63	2.07%	55	1.84%	50	1.84%
Master's	1,096	40.61%	1,221	40.18%	1,326	44.27%	1,055	38.92%
Total Advanced Degrees	**1,204**	**44.61%**	**1,351**	**44.46%**	**1,455**	**48.58%**	**1,160**	**42.79%**
Bachelor's	1,495	55.39%	1,688	55.54%	1,540	51.42%	1,551	57.21%
Total Teachers	**2,699**	**100.00%**	**3,039**	**100.00%**	**2,995**	**100.00%**	**2,711**	**100.00%**

The table above shows the number of teachers in the school district with advanced degrees as well as the percentage of the total teacher population holding those degrees. There is a significant jump in the number of teachers holding advanced degrees after the Resolution was implemented. Not enough information is available to determine if this is due to recruitment of more competitive candidates, or if teachers already employed within the district completed advanced degree certifications during this time. Please note that the time periods when these measurements were taken are not uniform, but the Committee felt it was important to present the information that we have. Additionally, there is a drop in 2021 in both the raw number and percentage of teachers with advanced degrees compared to 2020. It is no secret that many teachers nation-wide left the field because of the Pandemic, so to see a drop in these numbers is not surprising. However, it makes it much harder to assess the efficacy of the Referendum in terms of hiring more teachers with advanced degrees.

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"Expand Career and Technical Education and STEM programs to prepare students for the workforce…"

This is an area where extensive data is being collected by the District. Much of this information is internally generated by the District and utilized by District leadership, as opposed to the information being collected only at the request of this Committee. We have reviewed plans outlining the intended use of the Resolution Revenue for these areas and provided feedback where appropriate, and the District has made changes accordingly in response to this feedback.

The relevant outcomes that we can measure at this time are the number of programs added and the number of students participating in these programs. A summary of the progress is included as Schedule C in the appendices. As mentioned previously, the CFOC is continuing to track and analyze data to reach conclusions about the success of these programs.

The District has identified the following relevant outcomes that it is measuring:

- Graduation Rates
- Number of Industry certifications earned
- On-the-Job Training experience

The degree of planning that has gone into the deployment of Resolution Revenue to expand career and technical education and STEM programs by the District, as well as the identification of relevant outcomes it is measuring gives this Committee a high degree of confidence that we will be able to continue to collect consistent, reliable information on these programs as the information becomes available. It is encouraging that the District administration and staff overseeing these programs proactively identified relevant outcomes that they wanted to measure for their own purposes.

Conclusions

It is vital that the District takes a more hands on approach with measuring the relevant outcomes of the Resolution and using that information to guide their decision making. For this Committee to uphold its obligation under the Resolution, we need consistent, reliable information provided to us in a timely fashion in a format conducive to data analysis. We are grateful for the help of District staff members who have worked hard to get us the information we have thus far, and we must work together to establish a more streamlined, recurring flow of information. This is particularly true for relevant outcomes for teacher and staff recruitment and retention.

The CFOC requests that the district develops and implements a method to track retention and turnover on an employee basis. The current system tracks on the basis of a filled position, regardless of whether the same employee filled that position.

Recognition of Staff

The CFOC has achieved a good working relationship with District staff that has allowed us to access information in an easier and more timely manner. We would like to specifically thank Tim Bargeron, Doug Wagner, Christian Moreno Hernandez, and Amanda Means for their efforts and guidance.

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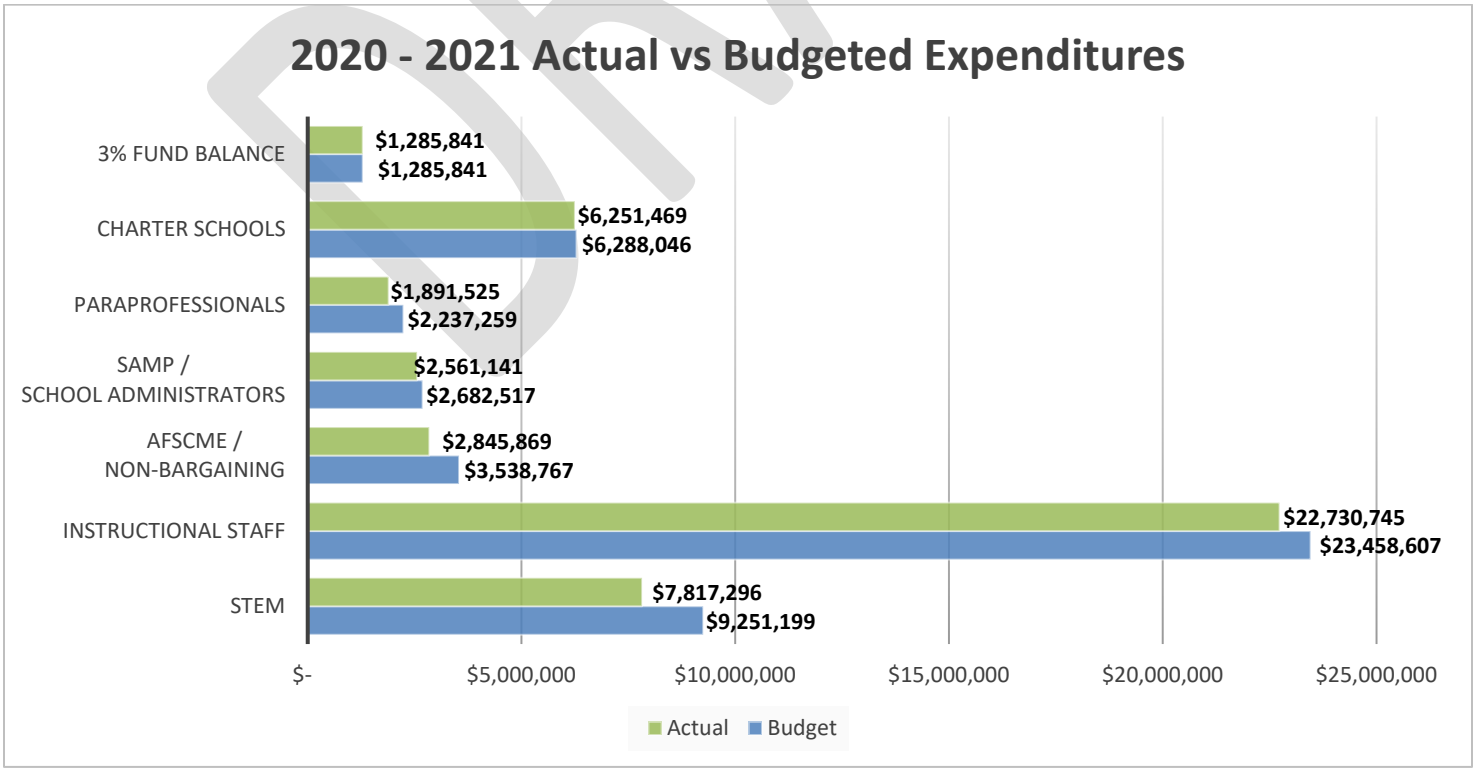
APPENDIX

CFOC ANNUAL REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2021

Schedule A

Referendum Expenditures - Budget vs Actual
by Project for Year Ending June 30th, 2021

	Goal	2019-20 Actual	%	2020-21 Budget	%	2020-21 Actual	%
STEM	15.50%	$ 6,697,496	15.90%	$ 9,251,199	18.98%	$ 7,817,296	17.22%
Instructional Staff	51.00%	$ 20,834,605	49.45%	$ 23,458,607	48.13%	$ 22,730,745	50.09%
AFSCME / Non-Bargaining	8.00%	$ 3,264,687	7.75%	$ 3,538,767	7.26%	$ 2,845,869	6.27%
SAMP / School Administrators	6.00%	$ 2,414,682	5.73%	$ 2,682,517	5.50%	$ 2,561,141	5.64%
Paraprofessionals	5.00%	$ 1,890,185	4.49%	$ 2,237,259	4.59%	$ 1,891,525	4.17%
Charter Schools	14.50%	$ 5,811,094	13.79%	$ 6,288,046	12.90%	$ 6,251,469	13.77%
3% Fund Balance	3.00%	$ 1,216,796	2.89%	$ 1,285,841	2.64%	$ 1,285,841	2.83%
Total	100.00%	$ 42,129,545	100.00%	$ 48,742,236	100.00%	$ 45,383,886	100.00%



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Schedule B

Recap of 2021 vs 2020 Core and Resolution Revenue and Expenditures

Core vs Resolution Analysis	Sum of 2020 Actuals	Sum of 2021 Actuals	Difference Year to Year 2020 vs 2021	Percentage Difference
Revenues				
	$ 413,610,951	$ 426,979,970	$ 13,369,019	3.23%
Resolution	$ 40,559,710	$ 42,861,376	$ 2,301,666	5.67%
Total Revenues	$ 454,170,661	$ 469,841,346	$ 15,670,685	3.45%
Expenditures				
Core	$ 422,305,688	$ 415,174,965	$ (7,130,723)	-1.69%
Resolution	$ 40,912,748	$ 44,098,045	$ 3,185,297	7.79%
Total Expenditures	$ 463,218,436	$ 459,273,010	$ (3,945,426)	-0.85%
Difference				
Core	$ 8,694,737	$ 11,805,005	$ 3,110,268	
Resolution	$ 353,038	$ (1,236,669)	$ (1,589,707)	
Grand Total	$ 9,047,775	$ 10,568,336	$ 1,520,561	

2022 Income & Expenditures thru 28 February 2022

Core vs Resolution Analysis	2022 Budget	Difference Year to Year 2022 budget vs 2021 Actual	2022 Actuals thru 2/28/2022	Difference 2022 YTD Actual vs 2022 Budget
Revenues				
Core	$ 429,724,480	$ 2,744,511	$ 338,350,113	$ (91,374,367)
Resolution	$ 45,673,249	$ (2,811,874)	$ 42,791,374	$ (2,881,875)
Total Revenues	$ 475,397,730	$ (67,363)	$ 381,141,487	$ (94,256,242)
Expenditures				
Core	$ 446,397,758	$ 51,222,794	$ 282,608,825	$ (163,788,934)
Resolution	$ 49,840,300	$ 5,742,255	$ 29,889,478	$ (19,950,823)
Total Expenditures	$ 496,238,059	$ 56,965,049	$ 312,498,303	$ (183,739,756)
Difference				
Core	$ 16,673,278	$ 48,478,283	$ (55,741,288)	$ (72,414,566)
Resolution	$ 4,167,051	$ 8,554,129	$ (12,901,897)	$ (17,068,948)
Grand Total	$ 20,840,329	$ 57,032,412	$ (68,643,185)	$ (89,483,514)

Schedule C

2020/2021 Career and Technical Education/Vocational Millage Budget:

In 2020/2021, the focus was on renovating and updating equipment in technology labs at district middle and high schools to give students access to state-of-the-art equipment. Agricultural programs received new equipment along with medical programs within the district. With these improvements, students will now be able to excel in these fields. Lincoln Middle School purchased an Anatomage table for their health science program. Southeast High Schools agricultural science program bought a Turf tank which provides students with hands on experience in the application of modern turfgrass equipment. This technology extends to other areas of Agrotechnology and turfgrass management due to the use of GPS guidance. These technologies are already in use in the industry and in the military. Students will be poised to extend their knowledge to other types of equipment and fields like land survey, hydrographic survey and unmanned aerial vehicle navigation, thereby making their skills more marketable after graduation. Manatee High School received new tools for their entire marine engineering program.

2020/2021 Science Millage Budget:

Science millage funds spent in 2020 – 2021 were focused on providing resources, equipment, and materials needed for science teachers to engage in real-world, hands-on lessons. A new science resource teacher position, funded by the science budget, was introduced at Ballard Elementary. Updated science textbooks for grades K through 3 were purchased to bring district curriculum to the forefront of education. The Woz pilot program expanded, and these cutting-edge educational materials were added to Palm View K-8 and Ballard Elementary School. The IXL online science enrichment platform was used as a supplemental curriculum resource to support teachers in preparing for the 8th grade science FSA. Generation Genius and Mystery Science, online enrichment platforms, were used as a supplemental curriculum resource to support teachers in preparing students for the 5th grade science FSA. Classroom technology and equipment upgrades were provided to include light probes, sound probes, incubators, microslide viewers, dissection kits, microscopes, magnetizers, mitosis and meiosis stations, balances, and scales to ensure our students and schools have the most up to date equipment possible keeping our students engaged and excited to learn.

2020/2021 STEM Elementary Millage Budget:

During the 2021 – 2022 school year, the elementary millage budget was used to provide engaging learning opportunities in fresh environments. Furnishings were upgraded in 5 district Elementary STEM labs, with many more receiving updated equipment and software. Legends of Learning was made available to all elementary schools and offered more than 2,000 math & science games and simulations for grades K-5 across 350+ learning objectives. A new agriscience program was established at Myakka City Elementary. Planters, gardens, chicken coops, gardening supplies, and more were purchased to ensure this programs success and to provide hands-on learning opportunities for students. This budget was used to acquire robotics equipment and student iPads, while also granting access to online STEM competitions during a time when they couldn't be held in person. 17 elementary STEM teachers were funded from the millage funds. STEM elementary funds were spent appropriately and carefully to advance the STEM focus and goals of the School District of Manatee County.

2020/2021 Critical Mission School-Based Budget:

All elementary, middle, and high schools in Manatee County were again allocated their portion of this year's millage funds to be used for school-based, developed academic, and STEM learning enhancement projects. These efforts included one-on-one student academic tutoring focused on small group instruction in science and math. Technology enhancement has allowed student coding instruction that strengthens computational thinking skills and helps students explore the fundamentals of the application of academics in applied learning. Students are eager to work and learn new concepts that make a positive impact because of the millage funding.

DRAFT

AGENDA ITEM NO. 14.6

School Board of Manatee County
July 26, 2022 - Regular Board Meeting and Public Hearing

Title

Board Discussion of Just For Girls, Elementary and Middle School - Millage Equivalent Funding for the 2022-2023 School Year

Executive Summary

Manatee County Girls Club, Inc. d/b/a Just for Girls (JFG) Elementary and Middle School is seeking additional funding for the teachers and staff aligned with the formulas per staff as outlined in the millage documentation, along with the added cost to offset the extended days. The amount is to be determined based upon the enrollment at both schools.

This alternative education program provides an educational program making reading a primary focus, to maintain a safe and secure learning environment for all students participating in the alternative education program.

The additional funding if approved, would result in a First Amendment to both contracts with Just For Girls that if agreed upon by the Board, could be executed thereafter by the Board Chair and Superintendent. This funding is based upon the School Board's expectation of JFG meeting at least two of the criteria of ESSA (Every Student Succeeds Act) standards in the 2022-2023 School Year.

Contact

Submitting Department: Legal Department
Initiated By: Mitchell Teitelbaum