Agenda

April 25, 2023
School Board of Manatee County
Regular Board Meeting - 5:00 PM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. CALL TO ORDER

2. READING OF THE DISTRICT'S VISION | Vice-Chair Spray

3. COLOR GUARD | PARRISH COMMUNITY HIGH SCHOOL

4. PLEDGE OF ALLEGIANCE

5. INVOCATION | Pastor Tim Boyd

6. INFORMATION ONLY (No Board Action Required)

1. Leaves for April 25, 2023

7. APPROVAL OF THE AGENDA

8. APPROVAL OF MINUTES

1. Approval of the Minutes of the April 11, 2023 Exempt Shade School Board Meeting, April 11, 2023 Regular School Board Meeting and April 12, 2023 School Board Workshop

9. STUDENT CELEBRATIONS

1. Nolan Middle School Student to Sing National Anthem

10. RECOGNITIONS

1. School District of Manatee County JROTC Programs

11. PUBLIC COMMENTS (UP TO 30 MINUTES)

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

address the Board. Speakers must stand at the podium and not approach the dais.

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

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

12. CONSENT ITEMS

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

1. Approval of the Use of the Association of Educational Purchasing Agencies Bid on Career and Technical Education, SDMC No. 23-0112-BS, Estimated in the Amount of $100,000.00 annually
2. Approval of Elementary Agriscience Curriculum Frameworks for Submission to the Florida Department of Education, No Financial Impact
3. Approval of the Title II, Part A: Supporting Effective Instruction Amendment for the 2022- 2023 School Year, in the Amount of $714,421.31
4. Approval to Apply, Accept, and Expend the Title IV, Part A Grant Amendment 2 for the 2022-2023 School Year, in the Amount of $246,158.01
5. Approval of the Request for Proposal on Boiler Repair or Replacement Services, SDMC No. 23-0102-MR, Continued Procurement with Vendor, Estimated in the Amount of $1,000,000.00 Annually
6. Approval of the Bid for Fencing Materials and Installation, SDMC No. 23-0104-MR, Continued Procurement with Vendor, Estimated in the Amount of $250,000.00 Annually
7. Approval of the Request for Proposal on Athletic Clay Field Maintenance, SDMC No. 23-0098-KD, Continued Procurement of Commodity, Estimated in the Amount of $250,000.00 Annually.
8. Approval of the Revision to the Job Description for Assessment Specialist
9. Approval of the Revision of the Job Description for Junior Data Analyst
10. Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes
11. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers
12. Approval of the Waiver(s) of the Manatee Education Association (MEA) Collective

Bargaining Agreement

13. Approval of Barbara A. Harvey Elementary School - Fee Simple Deed Transferring Ownership of 511 Square Feet of Property to Manatee County and Affidavit of Ownership and Encumbrances, No Financial Impact
14. Approval of Buffalo Creek Middle School - Permanent Utility Easement 30', No Financial Impact
15. Approval of Braden River Middle School - Renovations and Addition - Change Order 6 - Final - Agreement Between Owner and NDC Construction Company - Reduction in the Amount of $152,679.86
16. Approval of Haile Middle School - Classroom Addition and Renovation - Agreement Between Owner and Halfacre Construction Company - Amendment 1 in the Amount of $2,544,089.00
17. Approval of Placing DG on Unpaid Administrative Leave and Submitting This Matter to Binding Arbitration Regarding the Issue of Termination as per the AFSCME Collective Bargaining Agreement
18. Approval of the Revision to the Job Description for Assessment Coordinator
19. Approval of the Invitation to Bid on Building Controls and Building Automation Systems, SDMC No. 23-0103-MR, Continued Procurement with Vendors, Estimated in the Amount of $1,500,000.00 Annually

13. PUBLIC COMMENT FOR NEW BUSINESS ITEMS

14. NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

15. NEW BUSINESS (NON-CONSENT ITEMS)

1. Approval of a New Job Description and Position for Supervisor, Student Nutrition
2. Approval to Purchase Safety and Security Equipment, SDMC No. 24-0020-RG, Estimated in the Amount of $300,000.00

16. WORKSHOP ITEM REQUESTS

17. CONTINUED PUBLIC COMMENT (IF NECESSARY)

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

19. SUPERINTENDENT REMARKS

20. BOARD COMMENTS

21. ADJOURNMENT

AGENDA ITEM NO. 6.1

School Board of Manatee County
April 25, 2023 - Regular Board Meeting

Title
Leaves for April 25, 2023

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

Contact
Submitting Department: Human Resources
Initiated by: Richard Bailey

Attachments:
LOA April 25 2023

Board Leaves 04/25/23

Employee ID	Name	Type of Leave	Department	Absence Period
306013	JB	SICK LEAVE	Harvey Elementary School	2023-03-20 To 2023-05-30
303959	KD	FMLA	Samoset Elementary School	2023-04-03 To 2023-05-29
30184	AH	FMLA	Palmetto High School	2023-03-22 To 2023-05-03
28603	BH	SICK LEAVE	School Bus Transportation	2023-04-13 To 2023-05-30
186666	CL	FMLA	Freedom Elementary School	2023-04-03 To 2023-05-26
306171	PL	SICK LEAVE	Federal Programs and Grants	2023-02-24 To 2023-05-05
301447	JR	SICK LEAVE	School Bus Transportation	2023-02-22 To 2023-05-05
241068	KR	SICK LEAVE	Haile Middle School	2023-03-20 To 2023-04-20
305424	MW	FMLA	Myakka Elementary School	2023-02-27 To 2023-05-30
24317	BW	FMLA	Tillman Elementary School	2023-03-20 To 2023-04-28

Rev. 04/10/23

AGENDA ITEM NO. 8.1

School Board of Manatee County
April 25, 2023 - Regular Board Meeting

Title
Approval of the Minutes of the April 11, 2023 Exempt Shade School Board Meeting, April 11, 2023 Regular School Board Meeting and April 12, 2023 School Board Workshop

Executive Summary
Approval of the Minutes of the April 11, 2023 Exempt Shade School Board Meeting, April 11, 2023 School Board Regular Meeting and April 12, 2023 School Board Workshop

Contact
Submitting Department: School Board

Attachments:
2023-04-11 Exempt Shade Minutes
2023-04-11 School Board Meeting Minutes
2023-04-12 Workshop Minutes

Minutes

April 11, 2023

Exempt Shade Meeting - 9:30 AM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

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

I) CALL TO ORDER

Minutes: Chair Choate called the Meeting to order at 9:33 AM.

II) EXEMPT SHADE MEETING

1. Exempt Shade Meeting

Minutes: Chair Choate announced that the School Board would now hold an exempt Shade Meeting in order to discuss safety and security. Pursuant to section 281.301, Florida Statutes the Shade Meeting was closed to the public. The meeting was exempt from the provisions of F.S. 286.011 and F.S 286.0113 and was closed to the public.

Attending the Exempt Shade Meeting were School Board Members Richard Tatem, Cindy Spray, Gina Messenger, Chad Choate III, and Mary Foreman; Cynthia Saunders, Superintendent of Manatee County Schools; Stephen Dye, School Board Attorney; Mitchell Teitelbaum, District General Counsel; Doug Wagner, Deputy Superintendent of Operations; Paul Damico, Chief of Safety and Security; Patrick Bartholomew, Director of Safety and Security; Tom Cessar, Lead Guardian; and Christian DeBrita, Sole Source Distributor.

Chair Choate asked everyone not listed to leave and closed the Meeting to the public at 9:33 AM. All public address (P.A.) and recording devices were turned off.

Chair Choate opened the Meeting to the public at 10:07 AM to close the Exempt Shade Meeting.

III) ADJOURNMENT

Minutes: There being no further business to come before the Board, Chair Choate adjourned the Exempt Shade Meeting at 10:07 AM.

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

NOTICE

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

Minutes

April 11, 2023

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

Times Indicated Are Approximate

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1) CALL TO ORDER

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

Minutes: Chair Choate called the Meeting to order at 10:08 AM.

2) READING OF THE DISTRICT'S VISION

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

3) INVOCATION

Minutes: The invocation was given by Dr. Linda Francis.

4) PLEDGE OF ALLEGIANCE

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

5) INFORMATION ONLY (No Board Action Required)

5.1 Leaves for April 11, 2023

5.2 Year-to-Date Financial Statements Through February 28, 2023

5.3 Year-to-Date Charter School Financial Statement Summary Through February 28, 2023

6) APPROVAL OF THE AGENDA

6.1 Agenda Amendments

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

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

Agenda amended on Monday, April 10, 2023, to **remove** Consent Item and attachments of *Approval of MCR Health Facility at Wakeland Support Center - Agreement Between Owner and NDC Construction Company in the amount of $1,396,800.00.*

Agenda amended on Monday, April 10, 2023, to **remove** Consent Item and attachments of item, *Approval of MCR Health Facility at Daughtrey Elementary School - Agreement Between Owner and NDC Construction Company, in the amount of $633,600.00*

7) APPROVAL OF MINUTES

7.1 Approval of the Minutes of the March 28, 2023 School Board Meeting, and March 31, 2023 School Board Workshop

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

8) STUDENT CELEBRATIONS

9) RECOGNITIONS

9.1 Good News Moment

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, spoke regarding the All-County Elementary Music Festival, and introduced Ms. Rhea Skaggs, Curriculum Specialist Manager for the Visual and Performing Arts.

Mr. Barber shared a video with the Board highlighting the Festival.

10) PUBLIC COMMENTS (UP TO 30 MINUTES)

Minutes: There were no speakers present for Public Comment.

11) REPORTS AND PRESENTATIONS

11.1 COSSBA Overview Presentation by Board Member Foreman

Minutes: Board Member Foreman provided an overview of the Consortium of State School Boards Associations (COSSBA) Conference she attended. The Board asked questions and held discussion regarding the overview.

12) CONSENT ITEMS

12.1 Approval of the Renewal Agreement Between the School Board of Manatee County and Advanced Dental Cosmetic Center, PA, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, No Financial Impact

12.2 Approval to Apply, Accept, and Expend the 2022-2023 National Farmworker Jobs Programs Grant Award Increase, in the Amount of $17,200.00

12.3 Approval of the Renewal Agreement Between the School Board of Manatee County and Meadows Family Dentistry for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, No Financial Impact

12.4 Approval to Accept Additional Funds from Amendment 1 to the Letter of Agreement Between the District School Board of Putnam County on Behalf of the North East Florida Educational Consortium (NEFEC) and the School District of Manatee County for Reimbursement July 1, 2022, through June 30, 2023, In the Amount of $5,000.00

12.5 Approval of the Renewal Agreement Between the School Board of Manatee County and Curry, Peirce and Associates, PA, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, No Financial Impact

12.6 Approval of the Renewal Agreement Between the School Board of Manatee County and Klement, Jungman, Varga & Troxler, DDS, PA, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, No Financial Impact

12.7 Approval of the Renewal Agreement Between the School Board of Manatee County and West Bradenton Dental for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, No Financial Impact

12.8 Approval to Accept Donation of Fire Truck for Manatee Technical College

12.9 Approval of Sole Source to Continue the Purchase of Garner Holt Animatronics and Robotics, SDMC No. 23-0111-BS, Estimated in the Amount of $100,000.00

12.10 Approval for the Braden River High School Junior Reserve Officer Training Corps (JROTC) to participate in the JROTC Academic Team Championship in Washington, D.C., June 23 through June 27, 2023, No Financial Impact

12.11 Approval to Apply, Accept and Expend the Agreement Between the School Board of Manatee County and the Manatee County Government to Provide a Driver Education Program Under the Dori Slosberg Driver Education Safety Trust Fund for the 2023-2024 School Year, in the Amount of $215,782.00

12.12 Approval to Apply, Accept, and Expend the Title I, Part C Amendment for the 2022-2023 School Year, in the Amount of $88,708.00

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

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

12.15 Approval of the Revision of the Job Description of Field Technician

12.16 Approval of the Revision of the Job Description of Engineer, Field Support

12.17 Approval of the Revision of the Job Description of Senior Engineer, Field Support

12.18 Approval to Apply, Accept, and Expend the Safety and Security of School Buildings Grant, in the Amount of $348,607.00

12.19 Approval of the Unified School Improvement Grant (UniSIG) Amendment, in the Amount of $86,654.11

12.20 Approval of Anna Maria, Ballard, Bayshore, Rogers Garden-Bullock, Williams Elementary Schools - Media Centers Renovations - Agreement Between Owner and Bwas Design, PLLC, in the Amount of $89,750.00

12.21 Approval of Parrish Community High School Classroom Addition - Agreement Between Owner and Williams Company Tampa - Pre-Construction Services, in the Amount of $45,475.00

12.22 Approval of the Request for Proposal on Gymnasium Floor Refinishing, Repair, and Replacement, SDMC No. 23-0100-KD, Continued Procurement of Commodity, Estimated in the Amount of $100,000.00 Annually.

12.23 Approval of the Renewal of the Memorandum of Understanding (MOU) between Duette Community Association and the School District of Manatee County, No Financial Impact

12.24 Approval to Use State of Florida Licensing Solutions for the Continued Purchase of Microsoft Software and Services #43230000-23-NASPO-ACS, SDMC No. 23-0013-RG, Estimated in the Amount of $692,000.00 Annually

12.25 Approval of the Manatee and Palmetto High Schools - Football Field Turf Replacement - Agreement Between Owner and Jon F. Swift Construction - Amendment 1 - Guaranteed Maximum Price, in the Amount of $3,167,487.00

12.26 Approval to Advertise a Request for Qualifications (RFQ) for Construction Management (CM) at Risk Services for North County Middle School

12.27 Approval to Advertise a Request for Qualifications (RFQ) for Construction Management (CM) at Risk Services for Manatee Technical College (MTC) Adult Classroom Wing Addition

12.28 Approval of the Revisions of the Job Description of Senior Statistical Data Analyst and New Title Senior Data Analyst

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

13) PUBLIC COMMENTS FOR NEW BUSINESS ITEMS

Minutes: There were no speakers present for Public Comment.

14) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

15) NEW BUSINESS (NON-CONSENT ITEMS)

15.1 Approval of the Budget Amendments for February 2023

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

Minutes: Ms. Rachel Sellers, Deputy Superintendent of Business Services, provided an overview of the budget amendments for February 2023.

Board Member Tatem requested that the Internal Service line item on the Executive Summary page include a footnote to include both health insurance and workers' compensation.

The Board asked questions and held discussion.

Following a question from Chair Choate, Superintendent Saunders provided information regarding Extended Day Enrichment Programs (EDEP) and after school programs.

15.2 Approval of a New Job Description and Position of Supervisor, Site Support Services

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

15.3 Approval of Manatee Elementary School - Auditorium Exterior Renovations - Agreement Between Owner and Willis A. Smith Construction, Inc. - Pre-Construction Services, in the Amount of $9,000.00

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

Minutes: Following questions from Vice Chair Spray, Mr. Joseph Ranaldi, Chief Operations Officer, provided additional information regarding the Manatee Elementary School renovation project. He discussed the Jacobs Assessment Ranking Report, the age of the buildings, and the major renovation and construction that has been completed since the original build.

Board Members asked questions and held discussion.

Superintendent Saunders discussed the overall cost of preventative maintenance of building new facilities versus replacing an existing structure. She commented on the availability to purchase land in the area and noted that the current campus is a walkable community campus.

Board Member Messenger expressed the importance of the Jacobs Assessment Study and the need to make data-based decisions.

Board Member Foreman and Chair Choate recognized that Manatee Elementary School needed repair and expressed desire to explore future options for the campus.

Chair Choate spoke to the importance of keeping Manatee Elementary historically accurate.

Following questions from Vice Chair Spray, Mr. Ranaldi provided additional information on the Castaldi analysis and Jacobs report.

Vice Chair Spray stated that she is not opposed to the renovations at Manatee Elementary School. She noted that the students deserve a better campus and that she would like the Board to explore future options.

15.4 Approval of Manatee Elementary School - Auditorium Exterior Renovations - Agreement Between Owner and Long and Associates Architects/Engineers, Inc., in the Amount of $45,962.50

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

16) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

17) WORKSHOP ITEM REQUESTS

Minutes: Chair Choate reviewed upcoming workshop topics.

The Board held discussion.

Board Member Foreman requested a Board Communication Workshop before the new Superintendent is scheduled to start. She also requested a workshop to discuss a four-day school week.

Board Member Tatem requested a workshop on creating an employee-parent relation center prior to the upcoming budget workshop.

18) CONTINUED PUBLIC COMMENT (IF NECESSARY)

19) UPDATES

LEGAL DEPARTMENT UPDATE

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

Elementary School –Provided a reminder that they entered into the contract of the Rye Elementary site.

Artisan Lakes Property – Noted that the School board is in negotiation with a developer for acquisition of property to provide future school site. There will be more information coming to the board regarding this soon.

OPERATIONS UPDATE

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

Job Fairs – spoke regarding upcoming job fairs.

Brooks Harper – spoke regarding Brooks Harper, a motivational speaker.

Water Tower Competition – shared that the Water Tower Competition would be held Saturday, April 15.

INSTRUCTIONAL UPDATE

Minutes: Superintendent Saunders updated the Board on the following:

Upcoming Events – spoke regarding upcoming events including the following: Gifted in Manatee on April 13 at Manatee Technical College, the Golden Herald Awards Ceremony on April 13 at Neel Performing Arts Center, and the Congressional Teachers Award on April 21 at the Manatee County Administration Building.

20) SUPERINTENDENT REMARKS

Minutes: Superintendent Saunders updated the Board on the following:

Project TEACH – shared that the event would be held on April 20, and noted that Project TEACH is a partnership between the Manatee Chamber of Commerce and the School District of Manatee County designed to help students explore careers and offer a reminder on the importance of first impressions.

21) BOARD COMMENTS

Board Member Messenger

Local Parade - praised the local children's parade and congratulated float winners.

Board Member Tatem

Safety and Security - spoke of safety and security within the School District of Manatee County
Volunteers - requested that the public consider volunteering within the District.

Board Member Foreman

Security - spoke to the seriousness of security within the District.

Superintendent Search - thanked the applicants that applied for the Superintendent position.

Vice-Chair Spray

Braden River Music Festival – shared that she had attended the Festival and praised the students and staff involved.

Citizens' Financial Oversight Committee (CFOC) – noted that there were vacancies on the Committee and requested that the public consider applying for membership on the Committee.

Superintendent Search – thanked the applicants that applied for the Superintendent position.

Chair Choate

COSSBA Update - expressed appreciation to Board Member Foreman for providing an overview of the COSSBA Conference for the Board.

Thanks – thanked the Safety and Security team for keeping the District safe.

Golden Harold Awards – wished the nominees luck.

Superintendent Search - thanked the applicants that applied for the Superintendent position.

22) ADJOURNMENT

Minutes: There being no further business to come before the Board, Chair Choate adjourned the Meeting at 11:58 AM.

_____
Cynthia Saunders, Ex Officio Secretary
and Superintendent of Schools

_____
Chad Choate III,
Chairman

NOTICE

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

Minutes

April 12, 2023

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

Times Indicated Are Approximate

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

I) CALL TO ORDER

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

II) AGENDA AMENDMENTS

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

Agenda amended on Tuesday, April 11, 2023, to **remove** Workshop item**,** *Elementary Reading Presentation.*

Agenda amended on Tuesday, April 11, 2023, to **remove** Workshop item*, Review and Board Discussion of Proposed Amendments to School Board Policies.*

III) PUBLIC COMMENTS

Minutes: Public Comment as follows:

1. Michael Hartman

IV) WORKSHOP

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

Minutes: Dr. Bill Vogel, Mr. John Reichert, and Ms. Andrea Messina, of the Florida School Boards Association (FSBA), reviewed the next steps of the Superintendent search process. They held discussion with the School Board Members to select the semifinalists for the new Superintendent of Manatee County.

Mr. Reichert spoke regarding an applicant who communicated directly with the Board Members after the application deadline. Mr. Reichert provided details on the process and how he responded to the applicant.

Dr. Vogel provided a summary of the Superintendent applicants to the Board.

Ms. Messina provided instruction on using the Superintendent Search Tally Sheet and guided the Board Members through the process of selecting the semifinalists.

The Board asked questions and held discussion throughout the process.

The School Board Members narrowed the list of 27 applicants down to twelve semifinalists. The names of the semifinalists were listed as follows, provided in the order in which the applications were received:

- Scott Schneider
- Michael Scott Flowers
- Dr. Ann Hembrook
- Dr. Kim D. Moore
- Dr. Benjamin Henry
- Ernie Lozano
- Dr. Jason C. Wysong
- Dr. Richard J. O'Malley
- Dr. Scott A. Davidheiser
- Doug Wagner
- Charlie Van Zant
- Tim Bargeron

Mr. Reichert noted that FSBA would collect the semifinalists' written responses and videos to the Board Members' questions and distribute that information to the Board by Friday, April 21, 2023. He noted that the Board would hold a Workshop at 9:00 a.m. on Friday, April 28, 2023, to identify the finalists.

Mr. Reichert provided an update regarding the on-site interview schedule for the finalists and reminded the Board Members of the agreed upon date changes from May 11 and 12 to May 10 and 11. Mr. Reichert noted that the updated timeline had been posted on the School District website.

The Board held a discussion and asked questions regarding the handout provided by FSBA titled "questions that should never be asked of applicants".

Following a comment from Chair Choate, Superintendent Saunders discussed the updates to the School Board Workshop schedule.

Vice Chair Spray inquired about which semifinalists applied for superintendent positions with other school districts. Board Member Foreman shared details from her research of the applicants.

Ms. Messina provided the next steps for the Superintendent search and held discussion with the Board Members.

The Board Members thanked Mr. Reichert, Dr. Vogel, and Ms. Messina for their support through the search process.

V) ADJOURNMENT

Minutes: Chair Choate adjourned the Workshop at 10:13 AM.

_____	_____
Cynthia Saunders, Ex Officio Secretary	Chad Choate, III
Superintendent of Schools	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 inaccessible 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
April 25, 2023 - Regular Board Meeting
Action Item

Title
Nolan Middle School Student to Sing National Anthem

Executive Summary
Nolan Middle School sixth-grader Adyson Shortridge has been invited to sing the National Anthem at the beginning of the School Board meeting. Adyson previously sang the National Anthem at LECOM Park before the beginning of a spring training baseball game between the Baltimore Orioles and Pittsburgh Pirates on February 28, 2023. That day was Manatee Education Foundation Day for the Pirates and Superintendent Cynthia Saunders threw out the first pitch.

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

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

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

AGENDA ITEM NO. 10.1

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

Title
School District of Manatee County JROTC Programs

Executive Summary
The School Board recognizes the achievements and accomplishments of the District's JROTC programs for the 2022-2023 school year.

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

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

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

AGENDA ITEM NO. 12.1

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Use of the Association of Educational Purchasing Agencies Bid on Career and Technical Education, SDMC No. 23-0112-BS, Estimated in the Amount of $100,000.00 annually

Executive Summary
The Association of Educational Purchasing Agencies (AEPA) issued a bid for Career and Technical Education, #022.5. This bid will be used to purchase career and technical supplies, equipment and services. This will include but not be limited to classroom equipment and supplies, curriculum, instructional equipment and supplies, science equipment and supplies, STEM, machine shop tools and equipment, metal working equipment, automotive, etc.

The requested contract is for the period of April 26, 2023 through May 31, 2023. This bid is for a period of fifteen months (15) with the option to renew for an additional three (3) one (1) year periods through May 31, 2026.

Vendors agreed to extend the pricing to the School District of Manatee County under the same terms and conditions as the Association of Educational Purchasing Agencies bid. Copies of the bid specifications and pricing are on file in the purchasing department.

Subsection 6A-1.012(6) F.A.C. (5) allows school boards to purchase from existing bids/proposals 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.

The Association of Educational Purchasing Agencies awarded their bid to Pitsco Education, LLC, Pittsburg, KS, Florida Document No. M21000011624, Blick Art Materials, LLC, Highland Park, IL, Florida Document No. M13000008006 and Midwest Technology Products, Sioux City, IA, Florida Document No. Not Required.

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

Ready To Learn | Goal 6
Expand the availability of relevant literacy training and reading materials for first-time parents and families

Recommendation
The Superintendent recommends approval of the use of the Association of Educational Purchasing Agencies bid on career and technical education, SDMC No. 23-0112-BS, estimated in the amount of $100,000.00 annually.

Financial Impact
The funding source for these expenditures are various school and department funds, project funds, grant funds, internal accounts and is included in the general operating approved budgets.

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

Attachments:
Participation Agreement Blick Art
Participation Agreement Midwest
Participation Agreement Pitsco

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

PARTICIPATING AGREEMENT,
SCHOOL AND INSTRUCTIONAL SUPPLIES, SDMC No. 22-0108-BS

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 Blick Art Materials, LLC (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 **Association of Educational Purchasing Agencies** competitively procured and awarded **bid for Career and Technical Education # 022.5-B** and is hereto as Exhibit A, ("Solicitation"). A contract was executed June 1, 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 purchase career and technical supplies, equipment and services pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.

3. **TERM AND RENEWAL**

3.1 **Term:** This Participating Agreement shall become effective on April 26, 2023 or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, unless terminated earlier by Association of Educational Purchasing Agencies.

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.

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 B 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.

7.1 **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

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

PARTICIPATING AGREEMENT,
SCHOOL AND INSTRUCTIONAL SUPPLIES, SDMC No. 22-0108-BS

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 Midwest Technology Products (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 **Association of Educational Purchasing Agencies** competitively procured and awarded **bid for Career and Technical Education # 022.5-B** and is hereto as Exhibit A, ("Solicitation"). A contract was executed June 1, 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 purchase career and technical supplies, equipment and services pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.

3. **TERM AND RENEWAL**

3.1 **Term:** This Participating Agreement shall become effective on April 26, 2023 or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, unless terminated earlier by Association of Educational Purchasing Agencies.

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.

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 B 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.

7.1 **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

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

PARTICIPATING AGREEMENT,
SCHOOL AND INSTRUCTIONAL SUPPLIES, SDMC No. 22-0108-BS

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 Pitsco Education, LLC (Contractor).

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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 **Association of Educational Purchasing Agencies** competitively procured and awarded **bid for Career and Technical Education # 022.5-B** and is hereto as Exhibit A, ("Solicitation"). A contract was executed June 1, 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**

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3.1 **Term:** This Participating Agreement shall become effective on April 26, 2023 or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, unless terminated earlier by Association of Educational Purchasing Agencies.

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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 B 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.

7.1 **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

AGENDA ITEM NO. 12.2

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

Title
Approval of Elementary Agriscience Curriculum Frameworks for Submission to the Florida Department of Education, No Financial Impact

Executive Summary
The School District of Manatee County (SDMC) began teaching Elementary Agriscience under the Science, Technology, Engineering, and Mathematics (STEM) umbrella of curriculum frameworks in August of the 2021-2022 school year at Myakka City Elementary School. At that time, SDMC was one of the first districts to implement a full-time Elementary Agriscience Curriculum. At the same time, a grassroots group of educators from Manatee and Polk counties, the Florida Farm Bureau, the University of Florida, and the University of Georgia formed a committee to begin discussions around the need for Florida curriculum frameworks that could be used by K-5 schools. The committee recognizes the need to help students know where their food comes from and to teach science concepts in a meaningful hands-on way that would help students better retain those highly tested science concepts. The Georgia Department of Education has been working on this process for approximately five years and has begun to offer Elementary Agriscience across the state, and have engaged in the process with the Florida committee.

Over the last year, the committee has engaged with both Elementary and Agriscience Educators to develop and refine the curriculum frameworks that are being presented for your approval. This refinement includes correlations to English/Language Arts, Math, Science, and Social Studies state standards. Approval by one or more school boards is a required step before the frameworks can be presented to the state for adoption. Once the FLDOE has accepted the frameworks, they can be made available to the entire state for potential implementation at the school district level. Approval of these frameworks will put the School District of Manatee County at the forefront of Agriscience Education. As the sponsor of this innovative initiative, the School Board of Manatee County will positively affect Florida Elementary education for many years to come. The committee is also working with the Polk County School Board for their approval of the frameworks.

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

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

Recommendation
The Superintendent recommends approval of the Elementary Agriscience Curriculum Frameworks for submission to the Florida Department of Education, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
Elementary Agricultural Education Standards Kindergarten
Elementary Agricultural Education Standards First Grade

Elementary Agricultural Education Standards Second Grade
Elementary Agricultural Education Standards Third Grade
Elementary Agricultural Education Standards Fourth Grade
Elementary Agricultural Education Standards Fifth Grade
Board Signature Sheet Elem Ag 042523

Elementary Agricultural Education Standards - Kindergarten

Foundations of Agriculture

Explore and communicate the importance of agriculture and its impact on daily life.

KFA1. Introduce agriculture and list other grade level appropriate vocabulary words that are used when discussing the agriculture industry. (farming, farmer, rancher, gardening, plant, grow, harvest, etc.)

KFA2. Compare and contrast agriculture (growing our food) today with agriculture (growing our food) in the past.

KFA3. Describe the characteristics of a farm.

KFA4. Identify the different types of plants anwd animals found on farms.
KFA4. Compare and contrast with plants and animals found in the wild/landscape.

KFA5. Describe a farmer and/or rancher.
KFA5a. Explore the role of different types of farmers/ranchers.

KFA6. Define and discuss examples of agricultural products, how they are used, and how they change form. (an orange is squeezed to become juice, a potato can be cut to become French fries or smashed to become mashed potatoes, a tree can become paper, etc.)

KFA7. Utilize a map or globe to locate where you live.
KFA7a. Differentiate between land and water features on a map.
KFA7b. Identify basic landforms and discuss landforms around you.
KFA7c. Identify basic bodies of water and discuss the bodies of water around you.

KFA8. Identify the 4 seasons and describe the weather changes that take place as the season changes.
KFA8a. Investigate how seasonal change affects farming.

KFA9. Recognize that some books or movies may portray animals and plants with characteristics and behaviors they do not have in real life. (Charlotte's Web, Home on the Range, etc.)

Agricultural Systems - An *agricultural system* is an assemblage of components that are united by some form of interaction and interdependence, and which operate within a prescribed boundary to achieve a specified agricultural objective on behalf of the beneficiaries of the system.
Investigate and develop an understanding of agricultural systems such as: Agricultural Mechanics, Plant Systems, Animal Systems, and Food Systems.

KAS1. Describe agricultural systems. (Animal systems, plant systems, Food Systems, etc.
- KAS1a. Investigate traditional and modern agricultural systems using technology. (Traditional: manual labor and foundational farming methods. i.e., hand tools, hand harvest, flood irrigation, natural fertilizers. Modern: advanced technology and machinery. i.e., tractors, combines, center-pivot irrigation, chemical fertilizers, and pesticides.)
- KAS1b. Connect and categorize the products (such as milk, eggs, bread, and blue jeans) used daily from agriculture into a specific system.

KAS2. Identify animals and plants used in agricultural production and their uses. (i.e., work, meat, dairy, eggs.)
- KAS2a.Distinguish between edible and non-edible plants that are produced in agriculture and the products that come from them.
- KAS2b. Describe the products that come from animals/livestock.

KAS3. Understand agricultural safety. For example, companion and farm animal safety, electrical safety, and equipment safety (such as hand tools, farm tools, lawnmowers, tractors, chainsaws, etc.)

KAS4. Discuss the basic needs of plants and animals.
- KAS4a. Investigate how farmers/ranchers meet those needs.

KAS5. Identify the 4 seasons and describe the weather changes that take place as the season changes.
- KAS5a. Investigate how seasonal change affects farming.

Agro-ecosystems, Conservation, and Natural Resources
Develop and build an understanding of agro-ecosystems and natural resources in the area of forestry, environmental science, and conservation.

KNRS1. Define and identify natural resources. (Give examples found in your geographical area)
- KNRS1a. Discuss the importance of natural resources in farming.

KNRS2. Describe how farmers/ranchers use the land to grow crops and support livestock. (crop, production, pasture, forestry, etc.)
- KNRS2. Discuss how farmers/ranchers take care of the land.

KNRS3. Understand the importance of soil and water in raising crops and livestock.

KNRS4. Understand the components of a forest and the environment around you.

KNRS5. Compare and contrast livestock, companion animals, and wildlife.

KNRS6. Understand the importance to reduce, reuse, and recycle.
KNRS6a. Demonstrate ways to reduce, reuse, and recycle at school and home.

Leadership, Citizenship, and Career Readiness
Develop an understanding of Leadership skills citizenship in your community and characteristics of career readiness while exploring youth leadership opportunities and careers in agriculture.

KLCR1. Define leadership and discuss the characteristics of a leader.
KLCR1a. Define and give examples of kindness and caring.
KLCR1b. Demonstrate the ability to take turns and share with others.
KLCR1c. Describe and show ways to respect to others.
KLCR1d. Understand the importance of telling the truth.
KLCR1e. Define and give examples of rules and laws and discuss why they are important.
KLCR1f.Demonstrate the ability to follow rules and directions.

KLCR2. Define citizenship and identify characteristics of a good citizen in school and the community.
KLCR2a. Identify personal strengths and actions individuals can do independently.
KLCR2b. Identify when help is needed and who to ask for help.
KLCR2c. Identify the importance of sharing thoughts and ideas to solve problems.
KLCR2d. Discuss ways to work together to solve problems.

KLCR3. Begin to recognize and demonstrate the use of interpersonal qualities, also known as people skills.
KLCR3a. Identify and recognize basic feelings.
KLCR3b. Discuss the value of goal setting.
KLCR3c. Identify healthy choices that affect personal wellness.

KLCR4. Recognize that people work or have a job to earn money to buy things they need or want.
KLCR4a.Describe the characteristics of agricultural jobs.

Elementary Agricultural Education Standards – First Grade

Foundations of Agriculture
Explore and communicate the importance of agriculture and its impact on daily life.

1FA1. Through observation, recognize that all plants and animals, including humans, need the basic necessities of air, water, food, and space.

1FA2. Discuss and cite examples of the way agricultural products address human needs for food, clothing/fiber, and shelter.
1FA2a. Recognize that agriculture provides our most basic necessities: food, fiber (fabric or clothing), energy, and shelter.

1FA3. Identify agricultural commodities, businesses, and industries in your area.
1FA3a. Construct a basic map of your county using key elements and label the location of identified agricultural operations in your community.

1FA4. Identify the difference between goods and services.
1FA4a. Discuss examples of goods that come from agriculture.
1FA4b. Explain that money is a method of exchanging goods and services.
1FA4c. Classify people as buyers, sellers, and producers of goods and services.

1FA4. Differentiate between the living and non-living aspects of a farm.

1FA5. Explore the Law of Gravity and describe its effect on how plants grow.
1FA5a. Define geotropism (gravitropism).

1FA6. Identify and discuss the different seasons of crops.
1FA6a. Investigate that some things in the world around us happen fast and some happen slowly: growing strawberries vs. pine trees.

Agricultural Systems
Investigate and develop an understanding of agricultural systems such as: Agricultural Mechanics, Plant Systems, Animal Systems, and Food Systems.

1AS1. Identify the major parts of plants, including stem, roots, leaves, and flowers.

1AS2. Produce a plant from a seed and/or a cutting.

1AS3. Introduce the lifecycle of a plant.

1AS4. Investigate the beneficial properties of the sun and describe the part it plays in plant growth.
- 1AS4a. Identify the harmful properties of the sun and discuss what safety precautions farmers utilize.

1AS5. Observe that plants and animals closely resemble their parents, but variations exist among individuals within a population.
- 1FA5a. Discuss how genetic factors as well as local conditions affect the growth of the adult plant.
- 1FA5b. Identify and compare the different varieties of vegetables and fruit we consume.

1AS6. Explore food preparation and preservation techniques.
- 1AS6a. Identify food safety practices to demonstrate at home.
- 1AS6b. Understand where different types of foods should be stored safely at home.

1AS7. Measure using various tools (rulers, yardsticks, measuring tapes, measuring cups and spoons, etc.)
- 1AS7a. Sort objects like different vegetables or fruits by observable properties, such as size, shape, color, temperature (hot or cold), weight (heavy or light), texture, and whether objects sink or float.

1AS8. Investigate the impact of climate and weather on agricultural systems.

Agro-ecosystems, Conservation, and Natural Resources

Develop and build an understanding of agro-ecosystems and natural resources in the area of forestry, environmental science, and conservation.

1NRS1. Cite examples of products obtained from our forests and farms.

1NRS2. Discuss and compare a variety of trees found in your area.
- 1NRS2a. Identify, map, and label deciduous and evergreen trees nearby.

1NRS3. Investigate the features of soil.
- 1NRS3a. Distinguish the 3 different soil texture types.
- 1NRS3b. Recognize that water, rocks, soil, and living organisms are found on Earth's surface.
- 1NRS3c. Collect and compare/contrast various soil samples found in your area.

1NRS4. Use a map or globe to identify the different types and bodies of water in Florida and in your community.
- 1NRS4a. Discuss ways to protect the bodies of water around us and conserve water usage.

Leadership, Citizenship, and Career Readiness
Develop an understanding of Leadership skills and characteristics of career readiness while exploring youth leadership opportunities and careers in agriculture.

1LCR1. Identify characteristics of a leader in the school community.
- 1LCR1a. Identify my role and responsibilities in the school, community, and family.
- 1LCR1b. Describe the traits of a good friend.
- 1LCR1c. Demonstrate the characteristics of a good citizen in school and the community.

1LCR3. Explain the purpose of rules and laws in the home, school and community.
- 1LCR3a. Students will explain the role that rules and laws play in their daily life.
- 1LCR3b. Students will explain the difference between rules and laws.
- 1LCR3c. Describe how the absence of rules and laws impacts individuals and the community.
- 1LCR3e. Students will provide examples of rules and laws in their lives and in the community.
- 1LCR3f. Students will recognize that disorder, injustice, and harm to people can occur when there is an absence of rules and laws.

1LCR3. Demonstrate and develop soft skills. (communication, time management, interpersonal skills, flexibility, problem-solving, collaboration, innovation, mentoring, multi-tasking, proactivity)
- 1LCR3a. Identify the benefits of sharing and cooperation.
- 1LCR3b. Define and give examples of honesty.
- 1LCR3c.Show respect and kindness to people and animals.
- 1LCR3d. Identify the importance of working together to solve problems.
- 1LCR3e. Identify the importance of sharing thoughts and ideas as an individual and as part of a group.
- 1LCR3f. Understand that conflict may arise when working together.
- 1LCR3g. Identify strategies to overcome a challenge.

1LCR4. Establish a short-term goal as a class and take action toward achieving the goal.
- 1LCR4a. Explain responsible ways for groups to make decisions.
- 1LCR4b. Discuss how multiple perspectives contribute to the unity of the group.

1LCR5. Define and demonstrate characteristics of a good employee, strong work ethic and positive attitude in the workplace.
- 1LCR5a. Identify the characteristics of a responsible decision maker.
- 1LCR5b. Identify strategies to discover and demonstrate personal strengths.

1LCR6. Define and demonstrate a spirit of community service, volunteerism, and helping those in need.
- 1LCR6a. Describe how individual actions can affect others.
- 1LCR6b.Identify ways students can participate in the betterment of their school and community.

1LCR2. Explore careers related to the plant industry such as a horticulturist, landscaper, greenhouse operator, florist, or plant breeder.

1LCR3. Identify a local agricultural leader and describe their impact on your community.

Elementary Agricultural Education Standards – Second Grade

Foundations of Agriculture
Explore and communicate the importance of agriculture and its impact on daily life.

2FA1. Analyze items/products used daily in the household to determine how they were made. (Florida Commodities)
- 2FA1a. Identify which ingredients in certain items are a product of the agricultural industry.
- 2FA1b. Investigate the origin of certain by-products.

2FA2. Recognize agricultural products found in your daily diet.
- 2FA2a. Identify the nutritional value of agricultural products in a healthy diet.

2FA3. Recognize that Native Americans were the first inhabitants in North America.
- 2FA3a. Explore the role that Native Americans had in agriculture.
- 2FA3b. Identify Native American tribes that existed in Florida and describe how they contributed to agriculture in this state.

2FA4. Explore agriculture in Colonial America and how it changed over time.

2FA5. Identify historical figures in agriculture and describe their contributions (such as George Washington Carver, Jimmy Carter, James Oglethorpe, and Eli Whitney)

2FA6. Create a timeline based on major events or technological advancements within the agricultural industry.

2FA7. Investigate the cultural influences and contributions of immigrants in agriculture today.

2FA8. Recognize that the United States trades with other nations to exchange goods and services.
- 2FA8a. Use a map to locate some of the other countries that trade with the U.S.

2FA9. Investigate how electricity or other forms of energy are utilized in the agricultural industry.
- 2FA9a. Introduce alternate forms of energy and how these forms of energy are used in agriculture.
- 2FA9b. Discuss how people use electricity or other forms of energy to store and cook their food, cool, or warm their homes, and power their cars.

Agricultural Systems
Investigate and develop an understanding of agricultural systems such as: Agricultural Mechanics, Plant Systems, Animal Systems, and Food Systems.

2AS1. Recognize that farmers/ranchers are producers and the individuals that purchase and use those products are consumers.
2AS1a. Discuss that producers supply goods and services based on consumer demands.

2AS2. Analyze the importance of animals in agriculture and examine the role they play in the lives of consumers.

2AS3. Distinguish human body parts (brain, heart, lungs, stomach, muscles, and skeleton) and their basic functions.
2AS3a.Compare and contrast human body parts and animal body parts.

2AS4. Label and explain the parts of a production animal and the importance of each part.
2AS4a. Demonstrate an understanding of food safety when handling animal products or byproducts.

2AS4. Observe and describe the life cycle of plants and animals including beans, butterflies, and frogs.
2AS4a. Explain how farmers/ranchers work with the lifecycle of plants and animals to grow and harvest a crop.

2AS5. Collect, display and explain the parts of a plant and the importance of each part (roots, leaf, stem, flower, seed, and fruit).

2AS6. Recognize that the Sun's energy directly and indirectly warms the water, land, and air.
2AS6a. Measure and record the temperature every day at the same time.
2AS6b. Predict and discuss possible patterns within daily temperatures.
2AS6c. Discuss the use of the sun as an alternative energy source.

2AS7. Investigate that air is all around us and that moving air is wind.
2AS7a. Recognize how the wind contributes to the life of a plant.
2AS7b. Discuss the use of the wind as an alternative energy source.

2AS8. Investigate how severe weather conditions can affect the agriculture industry.
2AS8a. State the importance of preparing a farm for severe weather, lightning, and other weather-related events.

2AS9. Identify what objects found on a farm are classified as a solid, liquid, or gas.

2AS10. Compare and describe changing patterns in nature that repeat themselves, such as weather conditions including temperature and precipitation, day to day and season to season.

Agro-ecosystems, Conservation, and Natural Resources

Develop and build an understanding of agro-ecosystems and natural resources in the area of forestry, environmental science, and conservation.

2NRS1. Compare and contrast the basic needs that all living things, including humans, have for survival.

2NRS2. Define a habit and illustrate the habitat they live in.

- 2NRS2a. Recognize and explain that living things are found all over Earth, but each is only able to live in habitats that meet its basic needs.
- 2NRS2b. Describe the habitat of a farm.
- 2NRS2c. Assess the components of various habitats found within their region.

2NR3. Identify and distinguish natural resources found within the school's region.

2NRS4. Define and identify best practices in agriculture in the school's region.

2NRS5. Describe how small pieces of rock and dead plant and animal parts can be the basis of soil and explain the process by which soil is formed.

2NRS6. Classify soil types based on color, texture (size of particles), the ability to retain water, and the ability to support the growth of plants.

Leadership, Citizenship, and Career Readiness

Develop an understanding of Leadership skills and characteristics of career readiness while exploring youth leadership opportunities and careers in agriculture.

2LCR1. Cite evidence that agricultural partnerships influence agriculture guidelines including environmental laws, conservation, food safety, and best practices.

2LCR2. Apply the characteristics of responsible leader in the school and citizenship in your community.

- 2LCR2a. Identify ways to help others become school leaders and community leaders.
- 2LCR2b. Identify ways to make positive contributions to the wellbeing of the school and the community.
- 2LCR2c. Identify ways citizens can make a positive contribution in their community.
- 2LCR2d. Identify ways to benefit the school and the community.

2LCR3. Describe the characteristics of responsible citizenship at the state levels.

- 2LCR3a. Investigate symbols, individuals and documents that represent the state of Florida.
- 2LCR3b. Discuss Florida agriculture and what commodities are grown in the state.

2LCR4. Identify and apply concepts related to leadership, personal, and career skill development.

- 2LCR4a. Identify the benefits of showing kindness and treating others with respect.
- 2LCR4b. Identify what a conflict is and how disagreements can happen.
- 2LCR4c. Explain the importance of being truthful.
- 2LCR4d. Identify personal goals and strategies to achieve those goals.
- 2LCR4e. Demonstrate healthy ways to express needs, wants, and listening skills.
- 2LCR4f. Identify personal strengths and areas for improvement.
- 2LCR4g. Identify strategies to work together to solve problems.
- 2LCR4h. Identify how disagreements can be settled using conflict resolution skills.

2LCR5. Explain why people form leadership and/or volunteer organizations.

- 2LCR5a. Investigate the structure of these organizations and how they are governed.

2LCR6. Recognize symbols, individuals, events, and documents that represent the school and local government.

2LCR7. Learn the National FFA Motto: Learning to Do, Doing to Learn, Earning to Live, Living to Serve.

2LCR8. Learn the 4-H Pledge: I pledge my head to clearer thinking, My heart to greater loyalty. My health to better living, For my club, my community, my country and my world.

2LCR9. Explore and investigate local/state agricultural careers and their impact on your community related to food and nutrition such as food safety specialists, extension agents, ag teachers, school nutritionists, meat inspectors, and agricultural researchers.

Elementary Agricultural Education Standards – Third Grade

Foundations of Agriculture
Explore and communicate the importance of agriculture and its impact on daily life.

3FA1. Describe how agriculture impacts your daily life.

3FA2. Recognize that there are different types of maps.
- 3FA2a.Name and identify the purpose of maps utilized in agriculture (physical, political, elevation, population).
- 3FA2b.Use thematic maps, tables, charts, graphs, and photos to analyze geographic information.
- 3FA2c. Review basic map elements (coordinate grid, cardinal and intermediate directions, title, compass rose, scale, key/legend with symbols).
- 3FA2d. Locate and label the geographic regions of Florida.

3FA3. Identify commodities based on Florida geographic regions.
- 3FA3a. Locate and compare crops/fruit production, livestock/poultry, native trees/plants, wildlife, and forestry.

3FA4. Connect the need for Florida grown commodities to be exported to other regions of the United States and the world, and the need for imports for products from other places.
- 3FA4a. Provide examples of agricultural products available, but not produced in their local area and state.
- 3FA4b. Identify the five regions of the United States.
- 3FA4c. Label the states in each of the five regions of the United States.
- 3FA4d. Label the continents and oceans on a world map.

3FA5. Categorize the entities that influence Florida Agriculture.

3FA6. Compare materials and objects used in agriculture according to properties such as size, shape, color, texture, and hardness.
- 3FA6. Identify different types of measurements utilized in agricultural industry.
- 3FA6. Measure and compare temperatures of various samples of solids and liquids.
- 3FA6. Measure and compare the mass and volume of solids and liquids.

3FA7. Discuss the different types of scientists that work within agriculture.
- 3FA7a. Recognize that scientists use models to help understand and explain how things work.
- 3FA7b. Investigate different ways that models are utilized in agriculture.

3FA8. Recognize that buyers and sellers in agriculture interact to exchange goods and services by the use of trade or money.
- 3FA8a. Introduce how supply and demand impact the price of agricultural goods.

3FA8b. List the characteristics of money.
3FA8c. Distinguish between currencies used in the United States, Canada, Mexico, and the Caribbean.

Agricultural Systems
Investigate and develop an understanding of agricultural systems such as: Agricultural Mechanics, Plant Systems, Animal Systems, and Food Systems.

3AS1. Describe structures in plants and their roles in food production, support, water and nutrient transport, and reproduction.
3AS1a. Recognize that plants use energy from the Sun, air, and water to make their own food.

3AS2. Investigate and describe how plants respond to stimuli (heat, light, gravity), such as the phototropism and gravitropism.

3AS3. Research the roles of pollinators (bees, birds, butterflies, etc.)

3AS4. Describe how animals and plants respond to changing seasons.

3AS5. Classify flowering and nonflowering plants into major groups such as those that produce seeds, or those like ferns and mosses that produce spores, according to their physical characteristics.

3AS6. Classify animals into major groups (mammals, birds, reptiles, amphibians, fish, arthropods, vertebrates, and invertebrates, those having live births and those which lay eggs) according to their physical characteristics and behaviors.

3AS7. Relate the importance of how food is produced, handled, prepared, and stored in order to protect the safety and nutritional value of the food.

3AS8. Define, investigate, and compare common food product labels such as: all natural, organic, GMO's, etc.

3AS9. Identify some basic forms of energy such as light, heat, sound, electrical, and mechanical and how they are utilized in agricultural systems.
3AS9a. Recognize that energy has the ability to cause motion or create change.
3AS9b. Identify processes that require energy in agriculture.
3AS9c. Demonstrate that radiant energy from the Sun can heat objects and when the Sun is not present, heat may be lost.
3AS9d. Investigate how the sun's energy is used to create solar power.
3AS9e. Demonstrate that light can be reflected, refracted, and absorbed.

3AS10. Describe the climate and vegetation in the United States, Canada, Mexico, and the Caribbean.

3AS10a. Identify the different agricultural commodities grown in the United States, Canada, Mexico, and the Caribbean.

Agro-ecosystems, Conservation, and Natural Resources
Develop and build an understanding of agro-ecosystems and natural resources in the area of forestry, environmental science, and conservation.

3NRS1. Describe the role of government and industry research in ensuring a safe and wholesome food supply through environmental stewardship, conservation policies, and best management practices (such as USDA, FL Department of Agriculture).

3NRS2. Determine how environmental factors affect agricultural production in each region of Florida.

3NRS3. Examine positive and negative impact of agriculture production on the environment in your school's region (water, air, soil, plants, insects)

3NRS4. Understand the concept of stewardship and identify ways farmers/ranchers care for soil, water, plants, and animals.

3NRS5. Compare the different types of soil found in Florida.

3NRS6. Explain how the availability of soil nutrients affects plant growth and development.

3NRS7. Analyze Florida's renewable and nonrenewable natural resources.
3NRS7a. Describe the natural resources in the United States, Canada, Mexico, and the Caribbean.

3NRS8. Distinguish between renewable and non-renewable resources used in the production of food, feed, fuel, fiber (fabric or clothing) and shelter.

3NRS9. Identify and categorize wildlife found in Florida.

3NRS10. Demonstrate ways to be environmentally friendly in school and in the community.

Leadership, Citizenship, and Career Readiness
Develop an understanding of Leadership skills, citizenship, and characteristics of employability, and career readiness while exploring youth leadership opportunities and careers in agriculture.

3LCR1. Develop and practice leadership skills such as public speaking, and working on a team.
3LCR1a. Discuss and compare verbal and nonverbal communication.
3LCR1b. Identify skills needed when working with others.
3LCR1c. Identify different solutions and potential outcomes when problems arise within the team.
3LCR1d. Discuss how skills can be improved through hard work and perseverance.

3LCR2. Identify and practice personal development skills.

3LCR2a. Identify ways to display trustworthiness.
3LCR2b. Discuss ways to be loyal to friends and family.
3LCR2c. Categorize resources used to achieve a personal goal.
3LCR2d. Identify ways in which my decisions affect others.
3LCR2e. Describe positive ways to deal with failure and learn from challenges.
3LCR2f. Explain the importance of always taking ownership for personal actions.

3LCR3. Identify group and individual actions of citizens that demonstrate civility, cooperation, volunteerism, and other civic virtues.
3LCR3a. Identify leadership opportunities within the school and the community.
3LCR3b. Identify opportunities to volunteer or serve others in the school or community.

3LCR4. Identify leadership and volunteer organizations in the school or community.
3LCR4a. Investigate the structure or government of local organizations.
3LCR4b. Describe how these organizations gain power from their members.
3LCR4c. Describe the importance of voting within the organization.
3LCR4d. Identify the foundational documents of these organizations (constitution, bylaws, governmental charter).
3LCR4e. Recognize symbols, and individuals that represent these organizations.

3LCR5. Explore and discuss government.
3LCR5a. Identify the levels of government (local, state, federal).
3LCR5b. Describe how government is organized at the local level.
3LCR5c. Explain the purpose and need for government.
3LCR5d. Describe how government gains its power from the people.
3LCR5e. Explain how government was established through a written Constitution.
3LCR5f. Recognize symbols, individuals, documents, and events that represent the State of Florida.

3LCR6. Investigate Government and Agricultural Industry Leaders.

3LCR7. Explore careers related to the Forestry & Natural Resources industry such as a conservationist, environmentalist, game warden, wildlife management, hunting/fishing guides, forestry/natural resource professors, forestry/natural resources researchers, arborists.

3LCR8. Evaluate and provide rationale for an opinion writing on an agricultural related topic.

Elementary Agricultural Education Standards – Fourth Grade

Foundations of Agriculture
Explore and communicate the importance of agriculture and its impact on daily life.

4FA1. Compare and contrast the past and present importance of agriculture products and by-products in your community and around the world.

4FA2. Investigate and discuss Florida's history through major events and eras of time and the effects they have had on the agricultural industry.

- 4FA2a. Compare Native American tribes in Florida.
- 4FA2b. Identify explorers who came to Florida, and the motivations for their expeditions.
- 4FA2c. Investigate what agricultural products early settlers brought with them to Florida (livestock, seeds, crops, machinery).
- 4FA2d. Identify the causes and effects of the Seminole Wars.
- 4FA2e. Describe causes and effects of European colonization on the Native American tribes of Florida.
- 4FA2f. Describe causes and effects of European colonization on Florida's ecosystem and landscapes.
- 4FA2g. Identify the significance of St. Augustine as the oldest permanent European settlement in the United States.
- 4FA2h. Explain the purpose of and daily life on missions.
- 4FA2i. Identify the effects of Spanish rule in Florida.
- 4FA2j. Identify nations (Spain, France, England) that controlled Florida before it became a United States territory.
- 4FA2k. Explain how the Seminole tribe formed and the purpose for their migration.
- 4FA2l. Describe pioneer life in Florida from the point of view of a cattle producer with Florida cracker cattle.
- 4FA2m. Investigate Florida's involvement in the Civil War and how that effected agriculture.
- 4FA2n. Describe the economic development of Florida's major agricultural industries (timber, citrus, cattle, phosphate, sponge, shrimping, railroads, and bridges).
- 4FA2o. Describe effects of the Spanish American War on Florida.
- 4FA2p. Describe the causes and effects of the 1920's Florida land boom and bust.
- 4FA2q. Summarize challenges Floridians faced during Reconstruction.
- 4FA2r. Utilize timelines to sequence key events in Florida history.

4FA3. Discuss the Native American tribes that exist in Florida today.

- 4FA3a. Investigate how the Seminole Tribe of Florida contributes to Florida Agriculture and the economy.

4FA4. Discuss the role of the agriculture industry on economy in Florida.

- 4FA4a. Explain Florida's role in the national and international economy and conditions that attract businesses to the state.

4FA5. Connect the relationship between weather, the environment, and agriculture.
4FA5a. Identify the impact climate and weather has on agriculture in Florida and how it affects the quality of a crop.

4FA6. Explain the effects of technological advances on Florida's agriculture industry.
4FA6a. Investigate how technology and tools help to extend the ability of humans to observe very small things and very large things.

Agricultural Systems
Investigate and develop an understanding of agricultural systems such as: Agricultural Mechanics, Plant Systems, Animal Systems, and Food Systems.

4AS1. Identify basic building tools (hammer, screwdriver, nail, screw, etc.) and determine proper uses, including safety procedures.

4AS2. Identify and assess which simple machine will complete a task (lever, pulley, wedge, inclined plane, wheel and axle, and screw).

4AS3. Design and create an example of a simple machine that can be used to complete an agricultural task.

4AS4. Compare simple tools to complex modern machines used in agricultural systems to improve efficiency and reduce labor.

4AS5. Identify common materials that conduct heat well or poorly.
4AS5a. Recognize that heat flows from a hot object to a cold object and that heat flow may cause materials to change temperature.

4AS6. Discuss equipment and machinery used in agriculture like tractors, combines, sprayers, conveyer belts, coolers, etc.
4AS6a. Investigate and describe that the speed of an object is determined by the distance it travels in a unit of time and that objects can move at different speeds.

4AS7. Describe how technology helps farmers/ranchers increase their outputs (crop and livestock yields) with fewer inputs (less water, fertilizer, and land) while using the same amount of space.

4AS8. Observe and describe different forms of energy, including light, heat, sound, electrical, and the energy of motion.
4AS8a. Describe how moving water and air are alternate sources of energy and can be used to move things.

4AS9. Explain that animals, including humans, cannot make their own food and that when animals eat plants or other animals, the energy stored in the food source is passed to them.

4AS10. Trace the flow of energy from the Sun as it is transferred along the food chain through the producers to the consumers.

4AS11. Identify processes of sexual reproduction in flowering plants, including pollination, fertilization (seed production), seed dispersal, and germination.

4AS12. Explain that although characteristics of plants and animals are inherited, some characteristics can be affected by the environment.
4AS12a. Recognize that animal behaviors may be shaped by heredity and learning.

4AS13. Identify examples of how the knowledge of inherited traits is applied to farmed plants and animals to meet specific objectives (i.e., increased yields, better nutrition, etc.)

4AS14. Compare and contrast the major stages in the life cycles of Florida plants and animals, such as those that undergo incomplete and complete metamorphosis, and flowering and nonflowering seed-bearing plants.

Agro-ecosystems, Conservation, and Natural Resources
Develop and build an understanding of agro-ecosystems and natural resources in the area of forestry, environmental science, and conservation.

4NRS1. Recognize ways plants and animals, including humans, can impact the environment.

4NRS2. Identify the major ecosystems and agro-ecosystems in their community or region (e.g., hardwood forests, conifers, grasslands, deserts) with agro-ecosystems (e.g., grazing areas and crop growing regions).

4NRS3. Recognize that humans need resources found on Earth and that these are either renewable or nonrenewable.

4NRS4. Identify resources available in Florida (water, phosphate, oil, limestone, silicon, wind, and solar energy).

4NRS5. Recognize the natural resources used in agricultural practices to produce food, feed, clothing, landscaping plants, and fuel (e.g., soil, water, air, plants, animals, and minerals).

4NRS6. Identify, investigate, and compare multiple native species in Florida.
4NRS6a. Categorize native vs. invasive plant species in Florida.
4NRS6b. Categorize animal species as herbivore, carnivore, omnivore, and scavenger.

4NRS7. Describe similarities and differences between managed and natural systems (e.g., wild forest and tree plantation; natural lake/ocean and fish farm).

4NRS8. Identify land and water conservation methods used in farming systems (wind barriers, conservation tillage, laser leveling, GPS planting, etc.).

4NRS9. Explore the mining industry in Florida.
4NRS9a. Identify the three categories of rocks: igneous, (formed from molten rock); sedimentary (pieces of other rocks and fossilized organisms); and metamorphic (formed from heat and pressure).

4NRS7. Identify the physical properties of common earth-forming minerals, including hardness, color, luster, cleavage, and streak color, and recognize the role of minerals in the formation of rocks.

4NRS8. Describe the basic differences between physical weathering (breaking down of rock by wind, water, ice, temperature change, and plants) and erosion (movement of rock by gravity, wind, water, and ice).
4NRS8a. Investigate the impact erosion can have on agriculture.

4NRS9. Define a local watershed and how human actions impact water quality.

4NRS10. Compare the seasonal changes in Florida plants and animals to those in other regions of the country.

4NRS11. Explain that science focuses solely on the natural world.
4NRS11a. Investigate how science is imperative to agriculture.

Leadership, Citizenship, and Career Readiness
Develop an understanding of Leadership skills, citizenship, and characteristics of employability, and career readiness while exploring youth leadership opportunities and careers in agriculture.

4LCR1. Infer/interpret the impact of laws, guidelines, and regulations provided by the government and community partnerships on agriculture industry.

4LCR2. Develop and apply leadership, team working, and individual skills.
4LCR2a. Create a personal goal and track progress toward achievement.
4LCR2b. Explain how attitudes and thoughts can influence your behavior.
4LCR2c. Identify strategies to help persevere in difficult situations.
4LCR2d. Discuss ways to take responsibility for ones actions.
4LCR2e. Identify the value of making healthy choices for personal well-being.
4LCR2f. Identify the benefits of treating others with respect.
4LCR2g. Describe how perseverance may help overcome obstacles.
4LCR2h. Consider the perspectives of others.
4LCR2i. Describe strategies to resolve conflicts.

4LCR3. Apply verbal and nonverbal communication skills into tasks such as public speaking/presentations.

4LCR4. Develop and organized argument based on evidence supporting or opposing and agricultural issue.

4LCR5. Explore various school and community organizations available for 4th graders to join to develop leadership skills.

4LCR5a. Identify opportunities to actively participate as a responsible citizen in the school and the local community.

4LCR5b. Model serving or helping others in the school or community.

4LCR6. Explore careers related to the Agriculture Mechanics and Technology industry, such as equipment operators, welders, computer/website programmers, meat processing employees who work on equipment to process animals, tractor service techs, fence builders, ag engineers or ag mechanics teachers.

Elementary Agricultural Education Standards – Fifth Grade

Agricultural Standard: Foundations of Agriculture
Explore and communicate the importance of agriculture and its impact on daily life.

5FA1. Construct a model of the supply chain from origination to end product of commodities/fiber/natural resources.
- 5FA1a. Diagram the path of production for a processed product, from farm to table.
- 5FA1b. Distinguish between processed and unprocessed food.
- 5FA1c. Explain the costs associated with producing and purchasing food.
- 5FA1d. Explain the practices of safe food handling, preparation, and storage.

5FA2. Explore and investigate North American history, economics, and inventions by examining the progression of agriculture from early settlements until present day.
- 5FA2a. Compare cultural aspects of ancient American civilizations (Aztecs/Mayas; Mound Builders/Anasazi/Inuit).
- 5FA2b. Identify Native American tribes from different geographic regions of North America and how they impacted agriculture in those regions. (cliff dwellers and Pueblo people of the desert Southwest, coastal tribes of the Pacific Northwest, nomadic nations of the Great Plains, woodland tribes east of the Mississippi River).
- 5FA2c. Describe how agriculture in North America was shaped European exploration.
- 5FA2d. Investigate and explore countries the European settlers came from (clothing, shelter, food, major beliefs and practices, music, art of countries such as England, France, Holland, Spain)
- 5FA2e. Compare characteristics of New England, Middle, and Southern colonies.
- 5FA2f. Explain the importance of Triangular Trade linking Africa, the West Indies, the British Colonies, and Europe.
  - 5FA2f1. Identify some of the commodities that were traded.
  - 5FA2f2.Discuss why there was a need for trade amongst these different geographical areas.
- 5FA2g. Examine and compare major battles and military campaigns of the American Revolution and how did agriculture contribute to these events.
- 5FA2h. Discuss the impact and significance of land policies developed under the Confederation Congress (Northwest Ordinance of 1787).
- 5FA2i. Investigate how the Louisiana Purchase effected agriculture industry in North America.
- 5FA2j. Describe the benefits of the westward expansion to agriculture.
- 5FA2k. Examine 19th century advancements (canals, roads, steamboats, flat boats, overland wagons, Pony Express, railroads) in transportation and communication and the role that played in the growth of the agricultural industry.
- 5FA2l. Describe the hardships of settlers along the overland trails to the west and discuss how those settlers were able to meet their needs of food, clothing and shelter.
- 5FA2m. Trace the development of technology and the impact of major inventions on agriculture and business productivity during the early development of the U.S.

5FA3. Assess the role of research in the agricultural industry.
- 5FA3a. Discuss new technology, methods and places to grow crops and livestock.
- 5FA3b. Explore new ways to grow plants and animals inside.
- 5FA3c. Explore new ways to growing plants vertically instead of horizontally.
- 5FA3d. Explore new ways to grow plants in different substrates like water. (hydroponics, aquaponics)
- 5FA3e. Discuss if it is possible to grow plants and animals in space or on other planets.
  - 5FA3e1. Recognize the major common characteristics of all planets and compare/contrast the properties of inner and outer planets.
  - 5FA3e2. Distinguish among the following objects of the Solar System -- Sun, planets, moons, asteroids, comets -- and identify Earth's position in it.
  - 5FA3e3. Create a project on the possibilities and requirements of growing plants and livestock on Mars.

Agricultural Systems

Investigate and develop an understanding of agricultural systems such as: Agricultural Mechanics, Plant Systems, Animal Systems and Food Systems.

5AS1. Examine the importance of distinguishing the characteristics and traits of different breeds of livestock and explore the role of genetics in utilizing the best qualities of each breed.
- 5AS1. Classify and differentiate between different breeds of livestock.
- 5AS1. Compare and contrast instinct and learned animal behaviors.
- 5AS1. Compare and contrast inherited and acquired physical traits in companion animals and livestock.

5AS2. Investigate how agriculture biotechnology is used in Florida agriculture.

5AS3. Identify the organs in the human body and describe their functions, including the skin, brain, heart, lungs, stomach, liver, intestines, pancreas, muscles and skeleton, reproductive organs, kidneys, bladder, and sensory organs.

5AS4. Compare and contrast the function of organs and other physical structures of plants and animals, including humans, for example: some animals have skeletons for support -- some with internal skeletons others with exoskeletons -- while some plants have stems for support.

5AS5. Differentiate and understand parts of plants and how they are utilized in agriculture.

5AS6. Connect the role of pollinators to the agriculture industry.

5AS7. Identify food sources of required food nutrients for animals and humans.
- 5AS7a. Describe the necessary food components of a healthy diet using the current dietary guidelines.

5AS8. Investigate the use of fertilizers in agriculture.

5AS8a. Investigate and identify materials that will dissolve in water and those that will not and identify the conditions that will speed up or slow down the dissolving process (water-soluble).

5AS9. Explore the role of the water cycle in the lives of plants and animals.
- 5AS9a. Create a model to explain the parts of the water cycle. Water can be a gas, a liquid, or a solid and can go back and forth from one state to another.
- 5AS9b. Recognize that the ocean is an integral part of the water cycle and is connected to all of Earth's water reservoirs via evaporation and precipitation processes.

5AS10. Investigate how farmers can use weather patterns to their benefit.
- 5AS10a. Recognize how air temperature, barometric pressure, humidity, wind speed and direction, and precipitation determine the weather in a particular place and time.
- 5AS10b. Distinguish among the various forms of precipitation (rain, snow, sleet, and hail), making connections to the weather in a particular place and time.

????5AS. Examine the role of organisms in agriculture to soil and animals.

Agro-ecosystems, Conservation, and Natural Resources
Develop and build an understanding of agro-ecosystems and natural resources in the area of forestry, environmental science, and conservation.

5NRS1. Classify different types of trees in your area.

5NRS2. Research the impact of agricultural practices on forests, soils and other natural resources.
- 5NRS2a. Describe the benefits and the importance of conservation and recycling of natural resources.

5NRS3. Describe how, when the environment changes, differences between individuals allow some plants and animals to survive and reproduce while others die or move to new locations.

5NRS4. Compare and contrast adaptations displayed by animals and plants that enable them to survive in different environments such as life cycles variations, animal behaviors and physical characteristics.

5NRS5. Recognize that some of the weather-related differences, such as temperature and humidity, are found among different environments, such as swamps, deserts, and mountains.

5NRS6. Describe the impact that past natural events have had on human and physical environments in the United States through 1850.

Leadership, Citizenship, and Career Readiness
Develop an understanding of Leadership skills, citizenship and government, and characteristics of employability, and career readiness while exploring youth leadership opportunities and careers in agriculture.

5LCR1. Practice and continue to cultivate leadership and citizenship skills and assess personal growth.
- 5LCR1a. Discuss how responsible decision-making affects personal well-being.
- 5LCR1b. Select reliable resources that would assist in achieving a personal goal.
- 5LCR1c. Devise an individual goal (short or long term) to adopt, maintain, or improve a personal practice.
- 5LCR1d. Explain how attitudes and thoughts can influence your behavior and affect others.
- 5LCR1e. Demonstrate how to positively respond to external influences.
- 5LCR1f. Apply organizational strategies that support completing multiple tasks efficiently.
- 5LCR1g. Identify successful strategies for adjusting to change and setbacks.
- 5LCR1h. Compare conflict resolution methods to identify potential solutions.
- 5LCR1i. Discuss how to work together to achieve a positive outcome.
- 5LCR1j. Identify how to communicate effectively within a group.
- 5LCR1k. Describe the importance of considering the perspective of others when communicating.

5LCR2. Compare the various school and community organizations that encourage leadership and personal growth.

5LCR3. Identify ways good citizens go beyond basic civic and political responsibilities to improve community, government, and society.
- 5LCR3a. Describe the importance of having the courage to the do the right thing even when it is difficult.
- 5LCR3b. Identify leadership skills that encourage and empower others.
- 5LCR3c. Identify ways to participate in decision-making in the school or community.
- 5LCR3. Discuss ways that honesty and trustworthiness can lead to school, community, and career success.

5LCR4. Identify and apply concepts related to the FFA and 4-H mission (leadership, personal growth, and career success).

5LCR5. Understand the leadership opportunities and officer roles in youth organizations at the local, area and state levels.

5LCR6. Explore careers related to the animal science industry such as livestock producers, veterinarians, small animal trainers, animal science researchers, meat inspectors, livestock buyers, livestock marketing, and animal pharmaceuticals representatives.

5LCR7. Identify careers related to food, nutrition, and health such as a chef, dietician, nutritionist, food flavor technologist, food safety specialist, product development food scientist, restaurant manager, and supply chain manager.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Approval of Elementary Agriscience Curriculum Frameworks

April 25, 2023

Date_____ By:

_____

Superintendent, School District of Manatee County

Date_____ By:

_____

Chair, School Board of Manatee County

AGENDA ITEM NO. 12.3

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Title II, Part A: Supporting Effective Instruction Amendment for the 2022- 2023 School Year, in the Amount of $714,421.31

Executive Summary
The Title II, Part A: Supporting Effective Instruction Grant is a federal entitlement grant that the District receives on an annual basis. The Title II, Part A: Supporting Effective Instruction Grant supports increasing student achievement and improving schools through the use of funds for professional development for teachers and administrators. The 2022-2023 Title II, Part A: Supporting Effective Instruction Grant will support schools.

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

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

Recommendation
The Superintendent recommends approval of the Title II, Part A: Supporting Effective Instruction Amendment for the 2022- 2023 school year, in the amount of $714,421.31.

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

Contact
Submitting Department: Curriculum, Instruction, and Assessment
Initiated By: Dr. Laurie Breslin

Attachments:
2023-04-04 FDOE - Supt Signature
Budget Narrative Amendment Title II

FLORIDA DEPARTMENT OF EDUCATION
PROJECT AMENDMENT REQUEST

Please return to:	A) Agency Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	School District of Manatee County	Date Received
B) Program Name: ___Title II_____ **TAPS Number:** _____		**Project Number (DOE Assigned)** **410-2243C-3CT01**

C) Amendment Type	D) Amendment Request Contact Information	
☐ Program ☒ Budget **Amendment Number:** ___1_____	Contact Name: Laurie Breslin/Exec Director	Telephone Numbers: **(941)751-6550**
	Mailing Address: P.O. Box 9069, Bradenton, FL 34206-9069	E-mail Addresses: BreslinL2@manateeschools.net

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

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

_____	___Superintendent_____	_4/5/2023_____
Signature of Agency Head	Title	Date

F) Narrative

Final allocation adds $181,967.00 to our preliminary allocations of $1,796,599.00. the approved 2022 roll forward adds $532,454.31 to our preliminary allocations in addition to the allocation adjustment. With the increase amount and the roll forward, our final allocation comes to $2,511,020.31. The increase will be utilized to fund the items below.

1. Increase salary for Positions @2.0 FTE in the amount of $129,526.91.
    - Curriculum and Instructional specialists are designated to provide district curriculum for the implementation of effective instruction aligned with the Florida standards and Florida's end of course exams and serve as liaisons between the district and the schools. Instructional specialists are designated to provide curriculum professional learning and support of effective instruction aligned with the Florida standards.
2. Increase Retirement for 2 positions @ 11.91% ($15,426.66).
3. Increase Social Security for 2 Positions @ 7.65% ($9,908.81).
4. Increase Life Insurance for 2 Positions @ 0.22% ($284.96).
5. Increase Health Insurance for 2 Positions @ 13.25% ($17,162.32).

6. Increase workers compensation for 2 positions @ 1% ($1,295.27).
7. Increase salary for Positions @1.0 FTE in the amount of $64,763.46.
    - Curriculum and Instructional specialists are designated to provide district curriculum for the implementation of effective instruction aligned with the Florida standards and Florida's end of course exams and serve as liaisons between the district and the schools. Instructional specialists are designated to provide curriculum professional learning and support of effective instruction aligned with the Florida standards.
8. Increase Retirement for 1 position @ 11.91% ($7,713.33).
9. Increase Social Security for 1 Position @ 7.65% ($4,954.40).
10. Increase Life Insurance for 1 Position @ 0.22% ($142.48).
11. Increase Health Insurance for Positions@ 13.25% ($8,581.16).
12. Increase workers compensation for 1 position @ 1% ($647.63).
13. Increase Professional & Technical Services in the amount of $110,000.00.
    - Professional learning sessions to build capacity of high-quality professional development for teachers, principals, and other school leaders. Increase is to support professional learning community implementation, district wide efficacy, and alignment of core resources to instructional strategies and student outcomes.
14. Increase software, online subs, rentals of conference rooms. Total increase is $160,219.40.
    - Rentals to include annual usage of online technology of instructional training materials, online subscriptions, software and conference rooms for large group trainings.
    - Online software programs include: Online Solution Tree PD Resource ($ 8,940), Galepages ($900), Educational Impact ($75,000), Frontline ($3,060), PowerSchool/Professional Learning LMS ($157,242.40).
15. Increase funding for supplies and materials used for professional learning sessions by $10,000.
16. Increase FTE by .50 for FTE junior accountant ($22,008.52).
    - Junior accountant provides support for fiscal management of Title II funds to include responsibilities as a liaison between private and charter schools.
17. Increase Retirement for .5 Jr. Accountant position @ 11.91% ($2,621.21).
18. Increase Social Security for .5 Jr. Accountant position @ 7.65% ($1,683.65).
19. Increase Life Insurance for .5 Jr. Accountant position @ 0.22% ($48.42).
20. Increase Health Insurance for .5 Jr. Accountant position @ 13.25% ($2,916.13).
21. Increase workers compensation for .5 Jr. Accountant position @ 1% ($220.09).
22. Increase salary for Positions @1.0 FTE in the amount of $64,763.46.
    - Curriculum and Instructional specialists are designated to provide district curriculum for the implementation of effective instruction aligned with the Florida standards and Florida's end of course exams and serve as liaisons between the district and the schools. Instructional specialists are designated to provide curriculum professional learning and support of effective instruction aligned with the Florida standards.
23. Increase Retirement for 1 position @ 11.91% ($7,713.33).
24. Increase Social Security for Position @ 7.65% ($4,954.40).
25. Increase Life Insurance for 1 Position @ 0.22% ($142.48).
26. Increase Health Insurance for 1 Position @ 13.25% ($8,581.16).
27. Increase workers compensation for 2 positions @ 1% ($647.63).
28. Increase Recruitment and Retention - recruiting events and initiatives to attract persons interested in teaching in the School District of Manatee County; professional. Total increase is $28,763.59.
29. Indirect costs at 4.19% of total to increase by $28,730.45.

Instructions for Completion of DOE 150
Project Amendment Request

A. Enter Agency Name

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

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

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

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

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

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

FLORIDA DEPARTMENT OF EDUCATION
BUDGET AMENDMENT NARRATIVE FORM

A) School District of Manatee County
District/Agency Name

B) 410-2243C-3CT01
Project Number/TAPS Number

C) 1
Amendment Number

D) Total Project Amount Currently Approved
$ 1,796,599.00

E) Total Project Amount resulting from this Budget Amendment
$ 2,511,020.31

F) Line Item Description

Function	Object	Account Title and Narrative	FTE	Amount Increase	Amount Decrease
6300	130	Increase salary for Positions @1.0 FTE Curriculum and Instructional specialists are designated to provide district curriculum for the implementation of effective instruction aligned with the Florida standards and Florida's end of course exams and serve as liaisons between the district and the schools.	2	$ 129,526.91	
6300	210	Increase Retirement for Positions @ 11.91%	2	$ 15,426.66	
6300	220	Increase Social Security for Positions @ 7.65%	2	$ 9,908.81	
6300	231	Increase Life Insurance for Positions @ 0.22%	2	$ 284.96	
6300	232	Increase Health insurance for Positions @13.25%	2	$ 17,162.32	
6300	240	Increase Workers compensation for Positions @ 1.00 %	2	$ 1,295.27	
6400	130	Increase salary for Positions @1.0 FTE Curriculum and Instructional specialists are designated to provide district curriculum for the implementation of effective instruction aligned with the Florida standards and Florida's end of course exams and serve as liaisons between the district and the schools.	1	$ 64,763.46	
6400	210	Increase Retirement for Positions @ 11.91%	1	$ 7,713.33	
6400	220	Increase Social Security for Positions @ 7.65%	1	$ 4,954.40	
6400	231	Increase Life Insurance for Positions @ 0.22%	1	$ 142.48	
6400	232	Increase Health insurance for Positions @13.25%	1	$ 8,581.16	
6400	240	Increase Workers compensation for Positions @ 1.00 %	1	$ 647.63	
6400	310	Increase Professional & Technical Services - Professional learning sessions to build capacity of high quality professional development for teachers, principals, and other school leaders.	0	$ 110,000.00	

6400	360	Increase software, online subs, rentals of conference rooms: Rentals to include annual usage of online technology of instructional training materials, online subscriptions, software and conference rooms for large group trainings. Online software programs include: ASCDOnline ($ 5,963), Galepages ($900), Educational Impact ($75,000), Frontline ($3,060), PowerSchool/Professional Learning LMS ($157,242.40)	0	$ 160,219.40	
6400	510	Increase Supplies - Materials and supplies for use in professional learning sessions.	0	$ 10,000.00	
7500	160	Increase salary for Positions @0.5 FTE a junior accountant is designated to provide district	1	$ 22,008.52	
7500	210	Increase Retirement for Positions @ 11.91%	1	$ 2,621.21	
7500	220	Increase Social Security for Positions @ 7.65%	1	$ 1,683.65	
7500	231	Increase Life Insurance for Positions @ 0.22%	1	$ 48.42	
7500	232	Increase Health insurance for Positions @13.25%	1	$ 2,916.13	
7500	240	Increase Workers compensation for Positions @ 1.00 %	1	$ 220.09	
7710	130	Increase salary for Positions @1.0 FTE Curriculum and Instructional specialists are designated to provide district curriculum for the implementation of effective instruction aligned with the Florida standards and Florida's end of course exams and serve as liaisons between the district and the schools.	1	$ 64,763.46	
7710	210	Increase Retirement for Positions @ 11.91%	1	$ 7,713.33	
7710	220	Increase Social Security for Positions @ 7.65%	1	$ 4,954.40	
7710	231	Increase Life Insurance for Positions @ 0.22%	1	$ 142.48	
7710	232	Increase Health insurance for Positions @13.25%	1	$ 8581.16	
7710	240	Increase Workers compensation for Positions @ 1.00 %	1	$ 647.63	
6400	790	Increase recruitment and Retention	0	$ 28,763.59	
7200	790	Indirect costs @4.19% of total	0	$ 28,730.45	

AGENDA ITEM NO. 12.4

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept, and Expend the Title IV, Part A Grant Amendment 2 for the 2022-2023 School Year, in the Amount of $246,158.01

Executive Summary
On July 26, 2022 the Board approved of 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.

On December 9, 2022, the First Amendment was submitted to the Board to correct function/object lines of coding and purchase additional resources to close the achievement gap of our English Language Learner (ELL) population. The Board approved the First Amendment on January 10, 2023.

The School District of Manatee County has received notification from the Florida Department of Education of an increase funding to the Title IV, Part A Grant for the 2022-2023 school year, in the amount of $246,158.01. These funds will be used to provide continued support for the implementation of CHAMPS/Project Spark, enhance the District's New Teacher Mentor Program, provide additional support for elementary music programs, supplement elementary schools with additional Tier 2 and 3 intervention kits, support the July 2023 Community Resource Fair, provide additional dictionaries and other supplies to support the academic achievement of English for Speakers of Other Languages (ESOL) students, and provide non-contracted hourly (NCH) for teachers to assist with curriculum writing to ensure high quality standards-based instruction.

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

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

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

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

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

Recommendation
The Superintendent recommends approval to apply, accept, and expend the Title IV, Part A Grant Amendment 2 for the 2022-2023 school year, in the amount of $246,158.01.

Financial Impact
There will be no cost to the General Fund. The District is projected to receive funds for the Title IV, Part A Grant Amendment 2, in the amount of $246,158.01, for the 2022-2023 school year.

Contact
Submitting Department: Federal Programs and Grants

Initiated By: Latrina Singleton

Attachments:
Title IV, Part A Grant Amendment #2

FLORIDA DEPARTMENT OF EDUCATION
PROJECT AMENDMENT REQUEST

Please return to:	A) Agency Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone (850) 245-0496	**School District of Manatee County**	Date Received
B) Program Name: Title 4, Part A **TAPS Number:** 23A120		**Project Number (DOE Assigned)** 410-2413A-3C001

C) Amendment Type	D) Amendment Request Contact Information	
☒ Program ☒ Budget **Amendment Number:** 2	Contact Name Mario Mendoza	Telephone Numbers **941-751-6550 ext. 43333**
	Mailing Address 2501 63rd Avenue East Bradenton, FL 34203	E-mail Addresses mendozam@manateeschools net

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

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

Cynthia Saunders (Apr 3, 2023 10:09 EDT)	Superintendent	04/03/2023
Signature of Agency Head *Pending School Board Approval	Title	Date

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

F) Narrative

1. **Increase funds to (AOF 1, Activity 1) Student Dictionaries -** We will expand Ukrainian dictionaries, to also include Spanish, Haitian, and other languages as the school district continues to experience growth in various student demographic groups. Increase by approximately $10,000.

Roll Forward plus Allocation Adjustment adds $246,158, which will be utilized to fund the Activities listed below.

2. Adding **NEW Activity,** enhance our **District-wide New Teacher Mentor Program (AOF2, Activity 7)** – We will supplement/enhance our existing program with a long-term goal of improving and fostering safe, healthy, and supportive learning environments for all students. Our current new teacher mentor program provides one mentor for each school in our District. However, the needs at each school vary. For example, Manatee Elementary School hired 16 new teachers this year while Witt Elementary school only hired 3 new teachers. We recognize that more mentors are needed to meet the varying demands of all 53 schools Additionally, feedback from current mentors has also highlighted a need for improvements to our mentor training and a more structured, uniform, and readily accessible teacher training program that includes topics such as Classroom Environment, Classroom Management, Understanding Standards-based Instruction, Understanding the MTSS/RtI Process, teaching ESE students, and teaching ESOL students. Providing this support will help the District retain teacher mentors, recruit more mentors, and ensure a more effective mentoring program across the District. Enhancing our District-wide New Teacher Mentor Program in this manner will require providing Mentors with training for 6 hours per day, for three days. Catapult Training will be used to provide training for the first two days of the three total days of training. They will conduct three different classes with an estimated 40-50 participants in each class (Elementary, Middle, and High). On the third day of training Mentors, we will kick off a Book Study that will be differentiated by school level they are mentoring. Mentor participants will be provided with two of three different books selected for the school level they are mentoring. The books include Harry Wong's *The First Days of School* ($29.49)–500 copies, Teach Like a Champion for ($24.49)-400 copies, and Lipton & Wellman Mentoring Matters ($35.42)–150 copies
    - Mentors will earn NCH for this training (approximately $30,000 including benefits).
    - The first two days will have six (6-hour) PD sessions occur and cost $2250 each, total $13,500.
    - Books for book study total $29,966.60.

    Then in July of 2023 – 30 Mentors will earn 6 hours of NCH (approximately $8,000, including benefits) to assist with leading/facilitating various sessions on topics such as Classroom Environment, MTSS/RtI, ESE, ESOL, and the Danielson Model. Additionally, mentor teachers may be asked to assist with the operation of the District-wide New Teacher Induction (estimating approximately 325 new teacher participants).
3. **Adding NEW Activity, Digital Pianos for Elementary Music (AOF 1, Activity 10)** – After exhausting all funding sources available to Fine Arts Curriculum, SDMC will still have a remaining need for 18 out of 33 elementary school music classrooms. To supplement the elementary music program and help meet the need, we will purchase Digital Pianos, piano lab hardware that includes headphones, accompanying stands, and teaching lab module/command center. Digital pianos are split keyboard capable to allow hands-on instruction to up to 26 students in music classrooms K-5. Total cost is approximately $100,000.
4. **Curriculum Writing to Address BEST Standards (AOF 1, Activity 11)** – According to the most recent FAST, half of *all* students in Manatee were not meeting ELA standards. Data shows that more than 60% of Hispanic and Black students, and more than 70% of SWD are not meeting ELA standards. Student Achievement in Math is somewhat better, but also requires improved outcomes. As teachers, administrators, curriculum writers begin to see the implementation of teaching BEST Standards in both elementary and secondary schools, the need to revise and rewrite curriculum has become more evident. To address this need, the district will use Title IV, Part A funds to provide NCH for curriculum writing for ELA and Math in June and July of 2023. The implementation of supplemental curriculum will be monitored for fidelity through collaborative planning sessions and facilitated by staff within the curriculum department. The effectiveness of this Activity will be assessed through improved student achievement data in Math and ELA, as reported on the F.A.S.T. progress monitoring assessment results. Total cost is approximately $8,000, including benefits.
5. **Curriculum Intervention Kits - (AOF 1, Activity 12)** – F.A.S.T. progress monitoring assessments and STAR

CBM progress monitoring this year have revealed a need for more Tier 2 and 3 intervention in ELA in the majority of our elementary schools. To supplement our existing intervention kits and improve elementary schools' ability to plan and deliver successful Tier 2 and 3 instruction, we will use funds to purchase additional intervention kits such as these two:

- Benchmark Advance Phonics Intervention Kit - The Benchmark Advance Phonics Intervention kit lessons include explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, and writing and recognizing words. Additionally, the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The framework of lessons is grounded in the Science of Reading. 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 School District of Manatee County will utilize the use of this program for Tier 3 reading intervention at all Title I schools in 1st-5th grades. The district will support and monitor the implementation of the evidence-based reading instruction through F.A.S.T. progress monitoring assessments and STAR CBM progress monitoring. The district will offer ongoing professional development with teachers, coaches, and administrators to support successful implementation of the program.
- SRA - This program is designed to address phonemic awareness, phonics, fluency, vocabulary, and comprehension. According to What Works Clearinghouse, this program has potentially positive effects on reading achievement. This included substantial effects for oral reading fluency, letter/word identification, word attack, and reading vocabulary. The School District of Manatee County will utilize the SRA program for targeted tier 2 instruction for students at all Title I schools in the 3rd-5th grades. Tier 2 instruction using SRA will be implemented daily during the "extended hour" intervention block. The district will monitor the implementation of this evidence-based reading instruction through F.A.S.T. progress monitoring assessments. Ongoing professional development will be offered to teachers, coaches, interventionists, and administrators to support fidelity to the SRA program.

The effectiveness of this Activity will be assessed through improved student achievement data in ELA, as reported on the F.A.S.T. progress monitoring assessments and STAR CBM progress monitoring. Total cost is approximately $125,000.

6. **Adding NEW Activity, Headphones for Imagine Learning (AOF 1, Activity 13)** – We will purchase headphones for student use. ESOL Students participate in the Imagine Learning platform throughout the year. Due to wear and tear of headphones needed to engage in this program, there is a shortage of headphones for student use across the District schools. Approximate total cost is $10,000.
7. **Adding NEW Activity, July 2023 Community Resource Fair (AOF 2, Activity 8)** – In July of 2022, the School District of Manatee County held a "Community Resource Fair" the Manatee Technical College campus. The aim of this Fair is to connect families with resources available to them in Manatee County. More than 25 non-profit organizations were invited to man a booth, providing information regarding services they provide. At this event, it became apparent that many of our families who attended are struggling to obtain basic educational supplies to their children. The largest necessities in regard to education included backpacks, binders, and composition notebooks. The response from our families was literally overwhelming. The District planners projected 1200-1500 people would attend this event. However, well over 3,000 people came to the Community Resource Fair. While our district obtained sizable school supply donations, they were not nearly enough to meet the need. With the declining economic conditions and because the July Community Resource Fair is expected to have increased participation of our most struggling families, we would like to supplement this event by purchasing educational necessities such as backpacks, binders, and composition notebooks so that these students can begin school with everything needed for them to close ELA and Math achievement gaps. Total estimate needed is $25,000.
8. **Eliminating Activity and Modifying an existing Activity, Manatee Charter School** – wishes to amend their plan by not utilizing Title 4, Part A funds for a "safe dismissal system/program" (AOF 2, Activity 4). Manatee Charter will amend their plan to utilize remaining funds to provide additional support to their Fine Arts classes as described in AOF 1, Activity 6, and include digital keyboard pianos for Music.

Instructions for Completion of DOE 150
Project Amendment Request

A. Enter Agency Name

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

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

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

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

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

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

FLORIDA DEPARTMENT OF EDUCATION
BUDGET AMENDMENT NARRATIVE FORM

A) School Distrcit of Manatee County
District/Agency Name

B) 410-2413A-3C001 / 23A120
Project Number/TAPS Number

C) 2
Amendment Number

D) Total Project Amount Currently Approved
$1,004,190.00

E) Total Project Amount resulting from this Budget Amendment
$1,250,348.01

F) Line Item Description

Function	Object	Account Title and Narrative	FTE	Amount Increase	Amount Decrease
5100	610	**Basic (FEFP K-12)-Library Books** (AOF 1 Activity 1) #1		10,000.00	
6400	120	**Instructional Staff Training Services-Classroom Teacher** (AOF 2 Activity 3) #2	0.5465	31,519.56	
6400	210	**Instructional Staff Training Services-Retirement** (AOF 2 Activity 3) #2		3,753.98	
6400	220	**Instructional Staff Training Services-FICA** (AOF 2 Activity 3) #2		2,411.25	
6400	240	**Instructional Staff Training Services-Workers' Compensation** (AOF 2 Activity 3) #2		315.20	
6400	310	**Instructional Staff Training Services-Professional and Technical Services** (AOF 2 Activity 7) #2		13,500.00	
6400	510	**Instructional Staff Training Services-Supplies** (AOF2, Activity 3) Champs Project Sparks			29,854.00
6400	510	**Instructional Staff Training Services-Supplies** (AOF 2 Activity 7) #2		29,966.60	
5100	649	**Basic (FEFP K-12)-Technology-Related Noncapitalized FF&E** (AOF 1 Activity Number 10) #3		40,725.00	
5100	519	**Basic (FEFP K-12)-Technology-Related Supplies** (AOF 1 Activity Number 10) #3		26,875.00	
6300	648	**Instruction and Curriculum Development Services-Technology-Related Capitalized FF&E** (AOF 1 Activity Number 10) #3		32,400.00	
6300	120	**Instruction and Curriculum Development Services-Classroom Teacher** (AOF 1 Activity 11) #4	0.115	6,635.70	
6300	210	**Instruction and Curriculum Development Services-Retirement** (AOF 1 Activity 11) #4		790.31	
6300	220	**Instruction and Curriculum Development Services-FICA** (AOF 1 Activity 11) #4		507.63	
6300	240	**Instruction and Curriculum Development Services-Workers' Compensation** (AOF 1 Activity 11) #4		66.36	
5100	510	**Basic (FEFP K-12)-Supplies** (AOF 1 Activity 12) #5		33,000.00	
5100	510	**Basic (FEFP K-12)-Supplies** (AOF 1 Activity 12) #5		41,812.55	
5100	590	**Basic (FEFP K-12)-Other Materials and Supplies** (AOF 1 Activity 12) #5		24,997.35	
5100	590	**Basic (FEFP K-12)-Other Materials and Supplies** (AOF 2 Activity 3)			44,492.02
6300	590	**Instruction and Curriculum Development Services-Other Materials and Supplies** (AOF 1 Activity 12) #5		25,190.10	
6400	510	**Instructional Staff Training Services-Supplies** (AOF2, Activity 3) Champs Project Sparks			43,101.24

5100	519	**Basic (FEFP K-12)-Technology-Related Supplies** (AOF 1 Activity Number 13) #6		**10,000.00**	
5100	510	**Basic (FEFP K-12)-Supplies** (AOF 2 Activity 8) #7		**25,000.00**	
5100	369	**Basic (FEFP K-12)-Technology-Related Rentals** (AOF 1, Activity 5)			**2,900.00**
7200	790	**General Administration (Superintendent's Office)-Miscellaneous** (AOF 4 Activity 1) Indirect Costs		**7,038.68**	
6400	394	**Instructional Staff Training Services-Distributions to Charter Schools** (AOF2 Activity 4) #8			**3,486.57**
5100	394	**Basic (FEFP K-12)-Distributions to Charter Schools** (AOF1 Activity 6) #8		**686.57**	
5100	649	**Basic (FEFP K-12)-Technology-Related Noncapitalized FF&E** (AOF1 Activity 6) #8		**2,800.00**	
			Total	**369,991.84**	**123,833.83**

AGENDA ITEM NO. 12.5

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Request for Proposal on Boiler Repair or Replacement Services, SDMC No. 23-0102-MR, Continued Procurement with Vendor, Estimated in the Amount of $1,000,000.00 Annually

Executive Summary
This request for proposal is for the repair or replacement of boiler systems on an hourly basis and with a fixed discount percentage or percentage mark up on material/parts. This bid will be utilized for service and repairs which cannot be accomplished with our Maintenance Staff. The committee recommends awarding to the only responsive vendor.

The requested approval is for the period of June 1, 2023 through May 31, 2026. This bid is for a period of three years with the option to renew for two additional one-year periods. Expenditures for the new contract period are expected to be in line with current year spend.

Historical expenditures are as follows:
- Fiscal Year to Date 2022-2023: $774,349.57
- Fiscal Year 2021-2022: $581,665.32
- Fiscal Year 2020-2021: $999,924.16
- Fiscal Year 2019-2020: $685,858.29

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:
B & I Contractors, Fort Myers, FL, Florida Document No. 297875.

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

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

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

Recommendation
The Superintendent recommends approval of the request for proposal on boiler repair or replacement services, SDMC No. 23-0102-MR, continued procurement with vendor, estimated in the amount of $1,000,000.00 annually.

Financial Impact
The funding source for this annually estimated capital expenditure is HVAC Boiler and is included in the Maintenance, Operations & Central Distribution Warehouse Department budget for FY 2022-2023 and proposed budget for FY 2023-2024.

Contact

Submitting Department: Maintenance, Operations & Central Distribution Warehouse Department and Purchasing Department
Initiated By: Todd Henson and Ruth Gruett

Attachments:
23-0102 Tab
B & I Contract of Award Agreement with JLA

NOTICE OF INTENT TO AWARD

REQUEST FOR PROPOSAL ON BOILER REPAIR or REPLACEMENT SERVICES, MCSD No.23-0102-MR

CONTRACT PERIOD: JUNE 1, 2023 THROUGH MAY 31, 2026

BOARD APPROVAL ON APRIL 25, 2023

TABULATION OF PROPOSALS ON BOILER REPAIR or REPLACEMENT SERVICES MCSD No. 23-0102-MR

Proposals Due: 3:00 p.m., Tuesday, March 21, 2013

PROPOSERS	EXECUTIVE SUMMARY 25 Points	QUALIFICATIONS LICENSES/CERTIFICATION 25 Points	REFERENCES 10 Points	PRICE 40 Points
B & I Contractors, Inc.	25	25	9.50	29.00

PROPOSERS	MAXIMUM POINTS ALLOWED 100 Points
B & I Contractors, Inc.	88.50

TABULATION OF PROPOSALS ON BOILER REPAIR or REPLACEMENT SERVICES, MCSD No. 23-0102-MR

Proposals Due: 3:00 p.m., Tuesday, March 21, 2013

PROPOSERS	1. HOURLY RATE FOR BOILER TECHNICIAN		
	a. Regular Time	b. Over Time	c. Holiday
B & I Contractors, Inc.	$100.00	$150.00	$150.00

PROPOSERS	2. HOURLY RATE FOR BOILER INSTALLATION TECHNICIAN		
	a. Regular Time	b. Over Time	c. Holiday
B & I Contractors, Inc.	$100.00	$150.00	$150.00

PROPOSERS	3. HOURLY RATE FOR FOREMAN		
	a. Regular Time	b. Over Time	c. Holiday
B & I Contractors, Inc.	$100.00	$150.00	$150.00

PROPOSERS	4. HOURLY RATE FOR PIP FITTER/WELDER		
	a. Regular Time	b. Over Time	c. Holiday
B & I Contractors, Inc.	$100.00	$150.00	$150.00

PROPOSERS	5. HOURLY RATE FOR LABORER		
	a. Regular Time	b. Over Time	c. Holiday
B & I Contractors, Inc.	$85.00	$127.50	$127.50

TABULATION OF PROPOSALS ON BOILER REPAIR or REPLACEMENT SERVICES, MCSD No. 23-0102-MR

Proposals Due: 3:00 p.m., Tuesday, March 21, 2013

PROPOSERS	6. HOURLY RATE FOR MACHINE OPERATOR		
	a. Regular Time	b. Over Time	c. Holiday
B & I Contractors, Inc.	$100.00	$150.00	$150.00

PROPOSERS	7. HOURLY RATE FOR CLERICAL/OFFICE ASSISTANT	8. MATERIALS	9. RENTAL
	a. Regular Time	PERCENTAGE MARK UP	PERCENTAGE MARK UP
B & I Contractors, Inc.	$25.00	20%	10%

PROPOSERS	10. Contractor Owned Equipment
	Rates
B & I Contractors, Inc.	No Bid

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

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

CONTRACT OF AWARD AGREEMENT, SDMC No. 23-0102-MR

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and B & I Contractors Inc. (Contractor).

1. THE WORK:

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

BIOLER REPAIR OR REPLACEMENT SERVICES, SDMC No. 23-0102-MR.

2. CONTRACT TERM:

2.1 The term of this Agreement shall be from June 1, 2023 through May 31, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. PAYMENT TERMS:

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

4. INVOICE REQUIREMENTS:

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

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

5. NON-FUNDING:

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

6. TERMINATION FOR CAUSE AND CONVENIENCE:

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

7. COMPLIANCE WITH THE SUNSHINE LAW:

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

8. EQUAL EMPLOYMENT OPPORTUNITY:

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

9 ANTI-DISCRIMINATION:

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

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

10. MINORITY, SMALL, AND WOMEN OWNED BUSINESS:

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

11. FORCE MAJEURE:

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

12. GOVERNING LAW:

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

13 DAVIS-BACON ACT:

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

14. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

14.1 (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous.

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

15 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:

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

16. CLEAN AIR ACT:

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

17. DEBARMENT AND SUSPENSION:

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

18. BYRD ANTI-LOBBYING AMENDMENT:

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

19. SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:

19.1 The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of

recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

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

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

21. INDEMNIFICATION:

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

22. INSURANCE:

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

23. COMPLIANCE WITH JESSICA LUNSFORD ACT:

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

against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manateeschools.net.

24. SOVEREIGN IMMUNITY:

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

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

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

25. ENTIRE AGREEMENT:

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

26. AUTHORITY TO EXECUTE:

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

27. ASSIGNMENT:

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

28. COVID 19

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

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

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

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

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

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

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

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

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

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

Contractor/Vendor Disqualifiable Offenses:

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

AGENDA ITEM NO. 12.6

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Bid for Fencing Materials and Installation, SDMC No. 23-0104-MR, Continued Procurement with Vendor, Estimated in the Amount of $250,000.00 Annually

Executive Summary
This bid is for fencing materials and installation for safety and security at District campuses as needed. The committee recommends awarding to the one responsive company and directly negotiating rates for two additional companies.

In accordance with Florida Statutes Section 257.057(f)(5), due to the lack of responses to our proposal for fencing materials and installation services, it was determined to be in the District's best interest to enter into direct negotiations with two additional companies, Top Dirt Solutions, and West Florida Fence accepted our offer.

The requested contract is for the period of July 1, 2023, through June 30, 2026. This bid is for a period of three years with the option to renew for two additional one-year periods.

Historical expenditures are as follows:
- Fiscal Year to Date 2022-2023: $205,178.67
- Fiscal Year to Date 2021-2022: $267,705.28
- Fiscal Year 2020-2021: $211,701.45

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds.

The bid is recommended for award to:
Top Dirt Solutions LLC, Bradenton, FL, Florida Document No. L22000221640
USA Fence Company, Bradenton, FL, Florida Document No. 519757
West Florida Fence, Tampa, FL, Florida Document No. T15000000601

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

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

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

Recommendation
The Superintendent recommends approval of the bid for fencing materials and installation, SDMC No. 21-0104-MR, continued procurement with vendor, estimated in the amount of $250,000.00 annually.

Financial Impact
The funding source for these annually estimated expenditures is CW Fencing which is included in Maintenance, Operations & Central Distribution Warehouse Department and is included in the proposed budget for 2023-2024.

Contact
Submitting Departments: Maintenance, Operations & Central Distribution Warehouse and Purchasing
Initiated By: Todd Henson and Ruth Gruett

Attachments:
23-0104 Tabulation
Top Dirt Contract for Services
West Florida Fence Contract for Services
USA Fence Company Award Agreement

NOTICE OF INTENT TO AWARD

BID ON FENCING MATERIALS INSTALLATION, SDMC No. 23-0104-MR

CONTRACT PERIOD: JULY 01, 2023 THROUGH JUNE 30, 2026

BOARD APPROVED ON APRIL 25, 2023

TABULATION OF BIDS ON FENCING MATERIALS AND INSTALLATION, SDMC No. 23-0104-MR

Bids Due: March 7, 2023 at 3:00 p.m.,

Materials to be billed at Discount off Catalog List Price

Bidder's Name	1. a. Galvanized		b. Vinyl Coated		c. Aluminum	
	Discount Off Catolag List Price	Notes	Discount Off Catolag List Price	Notes	Discount Off Catolag List Price	Notes
Top Dirt Solution (a)	15%		15%		15%	
West Florida Fence (a)	15%		15%		15%	
USA Fence Company	15%		15%		15%	

Bidder's Name	d. Field Fence		e. Pastor Board		f. Wood	
	Discount Off Catolag List Price	Notes	Discount Off Catolag List Price	Notes	Discount Off Catolag List Price	Notes
Top Dirt Solution (a)	15%		15%		15%	
West Florida Fence (a)	15%		15%		15%	
USA Fence Company	15%		15%		15%	

Bidder's Name	2.a. Labor for Installation Regular Time		b. Labor for Installation Overtime Time		c. Labor for Installation Holiday Time	
	Per Man Hour	Notes	Per Man Hour	Notes	Per Man Hour	Notes
Top Dirt Solution (a)	$40.00		$60.00		$60.00	
West Florida Fence (a)	$40.00		$60.00		$60.00	
USA Fence Company	$40.00		$60.00		$60.00	

Bidder's Name	3. Equipment Rental		4. Contractor Owned Equipment	
	Percentage Mark Up	Notes	Rates Hourly and Daily	Notes
Top Dirt Solution (a)	5%		$650.00	(1)
West Florida Fence (a)	5%		$1100.00, $1300.00, $105.00	(1) (2) (3)
USA Fence Company	5%		$750.00	

Notes:

1) Skid Steer
2) Lull
3) Core Drilling Rate $105.00 per Hole

a) Direct Negotiated to add to bid

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM Budgeted FUNDS — Maintenance and Operations — PO# N/A

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 23 day of March , 2023, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and Top Dirt Solutions LLC. (Vendor).

VENDOR:

Business Name: Top Dirt Solutions LLC Vendor No. %8132
Representative: Matt Polson Position: Owner
Address: 2808 45th Street East
City: Bradenton State: Fl Zip: 34208
Phone: 941-773-5306 Email: MJPOLSON@YAHOO.COM
SDMC Employee: Yes: (____) No: (____) Former: (x___) 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 fencing installation, rates directly negotiated. Bid 23-0104-MR is for a period of three years with the option to renew for two additional one-year periods
Rates as listed on 23-0104-MR.

And shall be performed at the following location(s): _____
Date(s) of Service(s): 07/01/2023 to 06/30/2026 *(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 $23-0104-MR, 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 9512.37023.74010.468201.30001.3951200100.3951200225

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/

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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.

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM Budgeted FUNDS — Maintenance and Operations — PO# N/A

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 23 day of March , 2023, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and West Florida Fence. (Vendor).

VENDOR:

Business Name: West Florida Fence Vendor No. TBD
Representative: Matt Hendrix Position: Commercial Project Manager
Address: 6500 E Broadway Avenue
City: Tampa State: Fl Zip: 33619
Phone: 813-507-0640 Email: matt@westfloridafence.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 fencing installation, rates directly negotiated. Bid 23-0104-MR is for a period of three years with the option to renew for two additional one-year periods
Rates as listed on 23-0104-MR.

And shall be performed at the following location(s): _____
Date(s) of Service(s): 7/1/2023 to 06/30/2026 *(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 $23-0104-MR, 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 9512.37023.74010.468201.30001.3951200100.3951200225

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.

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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/

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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.
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- ❖ 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

Contract of Award Agreement No. 23-0104-MR

THIS AGREEMENT is entered into by and between the Manatee County School District, hereinafter "District" and USA Fence Company , "Contractor".

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follow:

1. **The Work:** 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:

   FENCING MATERIALS AND INSTALLATION, SDMC No. 23-0104-MR

2. **Contract Term:** The term of this Agreement shall be from **July 1, 2023** through **June 30, 2026** . Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **Payment Terms:** The standard payment terms for the School District of Manatee County are Net 30. 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:** 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:** 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:** The School District of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for 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 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:** 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:** 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**: 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**: 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:** 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 Forge 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:** 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, 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** (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:** 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** (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** (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** (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:** 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** 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:** 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:** Contractor shall furnish the School District of Manatee County with proof of:
    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:** 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:** 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:** 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:** 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. **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:

CONTRACTOR

_____	_____
Signature	Date
_____	_____
Type or Print Name	Title
_____	_____
Business/Company Name	Phone
_____	_____
Address	Fax
_____	_____
City, State, Zip	Email

SCHOOL DISTRICT OF MANATEE COUNTY

_____	_____
Legal Counsel	Date
_____	_____
Superintendent	Date

SCHOOL BOARD

_____	_____
Board Chair	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. 12.7

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Request for Proposal on Athletic Clay Field Maintenance, SDMC No. 23-0098-KD, Continued Procurement of Commodity, Estimated in the Amount of $250,000.00 Annually.

Executive Summary
Athletic clay field maintenance, for general purpose(non regulation) and regulation fields, is performed to maintain safe play, increase utilization, and comply with Florida High School Athletic Association (FHSAA) for regulation fields. This service is for all clay fields at elementary, middle and high schools District wide, on a quarterly basis, with regulation fields recieving additonal attention as required. The awarded supplier will complete maintenance services, specific to the individual field requirements, such as edging, scarifing and dragging, clay field repair, weed control, catcher and batter box rebuilds, pitcher mounds rebuilds and athletic field irrigation service and repair.

This proposal is recommended for award to:
- JSM Services, Inc., Bartow, FL, Florida Document No. P97000026982
- Additional suppliers may be added as needed throughout the contract period.

The requested contract is for the period of May 1, 2023 through April 30, 2026, with two additional one (1) year renewals through April 30, 2028.

Historical Expenditures are as follows:
- Fiscal Year 2020-2021 $210,437.44
- Fiscal Year 2021-2022 $249,727.36
- YTD Fiscal Year 2022-2023 $130,883.36

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

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

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

Recommendation
The Superintendent recommends approval of the request for proposal on athletic clay field maintenance, SDMC No. 23-0098-KD, continued procurement of commodity, estimated in the amount of $250,000.00 annually.

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

Contact
Submitting Departments: Maintenance, Operations & Central Distribution Warehouse Department and Purchasing Department
Initiated By: Todd Henson and Ruth Gruett

Attachments:
Contract of Award Agreement with JSM Services, Inc. Unsigned

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

CONTRACT OF AWARD AGREEMENT, SDMC No. 23-0098-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and JSM Services, Inc. (Contractor).

1. **THE WORK:**

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

Athletic Clay Field Maintenance, SDMC No. 23-0098-KD

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from May 1, 2023 through April 30, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

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

4. **INVOICE REQUIREMENTS:**

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

5. **NON-FUNDING:**

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

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

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

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

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

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

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

9 **ANTI-DISCRIMINATION**:

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

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

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

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

11. **FORCE MAJEURE:**

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

12. **GOVERNING LAW:**

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

13 **DAVIS-**BACON ACT:

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

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

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

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

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

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

16. **CLEAN AIR ACT:**

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

17. **DEBARMENT AND SUSPENSION:**

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

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

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

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

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

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

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

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

21. **INDEMNIFICATION:**

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

22. **INSURANCE:**

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

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

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

24. **SOVEREIGN IMMUNITY:**

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

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

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

25. **ENTIRE AGREEMENT:**

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

26. **AUTHORITY TO EXECUTE:**

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

27. ASSIGNMENT:

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

28. **COVID 19**

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

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

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

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

SIGNATURES:

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

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

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

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

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

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

Contractor/Vendor Disqualifiable Offenses:

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

AGENDA ITEM NO. 12.8

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Revision to the Job Description for Assessment Specialist

Executive Summary
The revision of the job description of Assessment Specialist includes changes in the qualification requirements to align with current trends in labor supply and demand to allow for a larger pool of potential candidates to apply for vacant positions.

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 revision to the job description for Assessment Specialist.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
77131 Specialist Test Eval Assess SUP200-Redline
77131 Specialist Test Eval Assess SUP200-Clean

THE SCHOOL BOARD OF MANATEE COUNTY

Local Title: SPECIALIST, ASSESSMENT

State Title: Testing/ Evaluation/Assessment Specialist

JOB DESCRIPTION

JOB GOAL:

To provide an educational atmosphere in which all students will move toward the fulfillment of their potential for intellectual, emotional, physical and psychological growth and maturation in accordance with District philosophy, goals and objectives.

QUALIFICATIONS:

1. ~~Master's~~ Bachelor's Degree in Education or related field.~~,~~
2. Three (3) years of demonstrated classroom or test coordination experience; one (1) year of which was in a leadership role (i.e., coaching, team leadership).~~,~~
3. ~~Possess a Valid Florida Educator's Certificate,. OR~~
4. ~~Master's Degree in the Data or Assessment Field, and experience in educational data application.~~
5. ~~A comparable combination of education, training and experience may be substituted for minimum qualifications.~~
3. Such alternatives to the above qualifications as the Board and Superintendent may find appropriate.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of applicable policies, procedures and regulations covering specific areas of assignment. Knowledge of rules and regulations of the Florida Department of Education and other governing agencies. Knowledge of age-appropriate curriculum. Knowledge of principles and practices of leadership, school improvement, reform, professional development, instructional planning, and assessment. Ability to use statistical software applications, databases and spreadsheets ~~-~~to manage large data files. Knowledge of methods for improving student achievement in public education. Knowledge of principles of record keeping, records management, and management of confidential records. Ability to use desktop publishing software to reformat district assessments.

REPORTS TO:

Director of Assessment and Research
Assessment Coordinator

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

1. Stay informed on local, state, and national testing practices, procedures, and guidelines.
2. Compile, manipulate, and analyze assessment construction information. Work with Curriculum Department to format and design District Benchmark Assessments.
3. Follow established procedures to ensure security of testing materials.
4. Work with Assessment Coordinator and Test Administration Manager to train and monitor schools in security and administration protocol for all state and district assessments.
5. Work with Assessment Coordinator and Test Administration Manager to train schools in and maintain district and state assessment platforms.
6. Assist the Test Administration Manager with the secure check-in and check-out process of all state and district assessments.
7. Assist the Test Administration Manager in the administration of the National, State and District testing programs including distribution, packing, and accounting of test materials to and from school sites
8. Work with Senior Statistical Data Analyst and Junior Data Analyst to prepare grant-related data requests as requested by external organizations.
9. Work with Information Services to scan material, store data, process survey data, and distribute score reports/data.
10. Establish and maintain cooperative working relationships with co-workers.

11. Effective verbal and written communication.
12. Analyze problems and develop effective solutions.
13. Ability to use initiative and independent judgment within established procedural guidelines.
14. Experienced in professional development planning, group facilitation, communication, instructional coaching, and school improvement planning.
15. Ability to assess and prioritize multiple tasks, projects and demands.
16. Supports principals and site-based leadership teams in all areas of assessment based upon focused instruction. This includes providing professional development; supporting the construction of assessments, reporting the data results of the assessments through the use of online internal tools, training in the use of the internal assessment data reporting tools, and providing one on one coaching to site leaders.
17. Collaborates with instructional leadership teams to identify instructional strengths and challenges of the school and particular teachers on locally development assessments. This includes assessing compliance with curriculum maps, and understanding of the instructional standards demonstrated by the teacher(s).
18. As an active member of a centrally-based team; assists in identifying strengths and challenges across the zone and plans and implements strategies to address the challenges.
19. Ensures the implementation of focused instruction at each site.
20. Works directly with academic content leads and other directors in the academic departments.
21. Implements and adapts various educational support systems designed to meet the needs of staff.
22. Demonstrates courteous and cooperative behavior when interacting with students, clients, visitors, and district staff; acts in a manner that promotes a harmonious and effective workplace environment.
23. Enthusiastically promotes the District goals and priorities in compliance with all policies and procedures.
24. Maintains absolute confidentiality of work-related issues, records and district information.
25. Other duties or tasks may be assigned on an as-needed basis.
26. At times may be required to work outside normal business hours and work extended hours to accomplish requirements of the 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.

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 on:

06/24/2014

Revised:

06/12/2018
05/12/2020
04/25/2023

SALARY SCHEDULE:	SAMP
PAYGRADE:	D10
SHORT TITLE:	SUP200
STATE JOB CODE:	77131

THE SCHOOL BOARD OF MANATEE COUNTY

Local Title: SPECIALIST, ASSESSMENT

State Title: Testing/ Evaluation/Assessment Specialist

JOB DESCRIPTION

JOB GOAL:

To provide an educational atmosphere in which all students will move toward the fulfillment of their potential for intellectual, emotional, physical and psychological growth and maturation in accordance with District philosophy, goals and objectives.

QUALIFICATIONS:

1. Bachelor's Degree in Education or related field.
2. Three (3) years of demonstrated classroom or test coordination experience; one (1) year of which was in a leadership role (i.e., coaching, team leadership).
3. Such alternatives to the above qualifications as the Board and Superintendent may find appropriate.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of applicable policies, procedures and regulations covering specific areas of assignment. Knowledge of rules and regulations of the Florida Department of Education and other governing agencies. Knowledge of age-appropriate curriculum. Knowledge of principles and practices of leadership, school improvement, reform, professional development, instructional planning, and assessment. Ability to use statistical software applications, databases and spreadsheets to manage large data files. Knowledge of methods for improving student achievement in public education. Knowledge of principles of record keeping, records management, and management of confidential records. Ability to use desktop publishing software to reformat district assessments.

REPORTS TO:

Director of Assessment and Research
Assessment Coordinator

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

1. Stay informed on local, state, and national testing practices, procedures, and guidelines.
2. Compile, manipulate, and analyze assessment construction information. Work with Curriculum Department to format and design District Benchmark Assessments.
3. Follow established procedures to ensure security of testing materials.
4. Work with Assessment Coordinator and Test Administration Manager to train and monitor schools in security and administration protocol for all state and district assessments.
5. Work with Assessment Coordinator and Test Administration Manager to train schools in and maintain district and state assessment platforms.
6. Assist the Test Administration Manager with the secure check-in and check-out process of all state and district assessments.
7. Assist the Test Administration Manager in the administration of the National, State and District testing programs including distribution, packing, and accounting of test materials to and from school sites
8. Work with Senior Statistical Data Analyst and Junior Data Analyst to prepare grant-related data requests as requested by external organizations.
9. Work with Information Services to scan material, store data, process survey data, and distribute score reports/data.
10. Establish and maintain cooperative working relationships with co-workers.
11. Effective verbal and written communication.
12. Analyze problems and develop effective solutions.
13. Ability to use initiative and independent judgment within established procedural guidelines.

14. Experienced in professional development planning, group facilitation, communication, instructional coaching, and school improvement planning.
15. Ability to assess and prioritize multiple tasks, projects and demands.
16. Supports principals and site-based leadership teams in all areas of assessment based upon focused instruction. This includes providing professional development; supporting the construction of assessments, reporting the data results of the assessments through the use of online internal tools, training in the use of the internal assessment data reporting tools, and providing one on one coaching to site leaders.
17. Collaborates with instructional leadership teams to identify instructional strengths and challenges of the school and particular teachers on locally development assessments. This includes assessing compliance with curriculum maps, and understanding of the instructional standards demonstrated by the teacher(s).
18. As an active member of a centrally-based team; assists in identifying strengths and challenges across the zone and plans and implements strategies to address the challenges.
19. Ensures the implementation of focused instruction at each site.
20. Works directly with academic content leads and other directors in the academic departments.
21. Implements and adapts various educational support systems designed to meet the needs of staff.
22. Demonstrates courteous and cooperative behavior when interacting with students, clients, visitors, and district staff; acts in a manner that promotes a harmonious and effective workplace environment.
23. Enthusiastically promotes the District goals and priorities in compliance with all policies and procedures.
24. Maintains absolute confidentiality of work-related issues, records and district information.
25. Other duties or tasks may be assigned on an as-needed basis.
26. At times may be required to work outside normal business hours and work extended hours to accomplish requirements of the 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.

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 on:

06/24/2014

Revised:

06/12/2018
05/12/2020
04/25/2023

SALARY SCHEDULE:	SAMP
PAYGRADE:	D10
SHORT TITLE:	SUP200
STATE JOB CODE:	77131

AGENDA ITEM NO. 12.9

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Revision of the Job Description for Junior Data Analyst

Executive Summary
The revision of the job description for Junior Data Analyst includes changes in the qualification requirements to align with current trends in labor supply and demand to allow for a larger pool of potential candidates to apply for vacant positions.

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 revision of the job description for Junior Data Analyst.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
77134 Testing Assistant Junior Data Analyst - Redline
77134 Testing Assistant Junior Data Analyst - Clean

THE SCHOOL BOARD OF MANATEE COUNTY
Short Title: Junior Data Analyst
State Title: Testing Assistant
JOB DESCRIPTION

JOB GOAL:
To provide support and instruction to the student assessment process from test administration to statistical analysis of data and reporting as it relates to curriculum, instruction, and school improvement. To use statistical analysis and school grade projections to support decision making. To work with teachers, data team, and central office staff to calculate and coordinate student learning related teacher evaluations.

QUALIFICATIONS:
1. Associate's ~~Earned bachelor's~~ degree from an accredited educational institution ~~in a related field required~~.
2. Minimum of three (3) years of experience in ~~statistics and~~ data analysis, or related area.
3. Such alternatives to the above qualifications as the Board and Superintendent may find appropriate.

KNOWLEDGE, SKILLS AND ABILITIES:
Intermediate or advanced knowledge of statistics. Knowledge of applicable laws, rules, policies and procedures Knowledge of school district data and data reporting systems, including, but~~,~~ not limited to, Focus, School City, ~~MyPGS~~Perform, ~~Pearson, TIDE, iReady, and Imagine Learning~~and State assessment & accountability platforms. Ability to interact effectively with district and school personnel. Ability to work independently, using sound judgement and discretion. Ability to demonstrate written and oral communication skills. Ability to organize, and prioritize, and execute projects. Ability to present data and materials to a variety of audiences. Intermediate Microsoft Excel user.

REPORTS TO:
Director of Accountability, Assessment, and Research
Senior Statistical Data Analyst

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:
1. Provide instructional staff and administrator evaluation committees with relevant evaluation data and analysis to support decision-making.
2. Performs specialized and technical work in the development, maintenance, and analysis of assessment and accountability databases.
3. Coordinate the programming and distribution of accurate reports for benchmark and state assessment data.
4. Calculate teacher ~~s'~~and administrator ~~individual valu~~ e ~~added / growth measure and the school level measure~~Student Growth Rating components. Notify supervisor of escalations. Provide analytical decision support to address broad-based issues and concerns.
~~5. Database management using Business Intelligent Development Studios from Microsoft, SQL, Server, SharedFile DOE Reporting Services, Analysis and Integration Services.~~
~~6.~~5. Provide graphs and tables in Excel and Word and other software as appropriate to support instructional decision making.
6. Help prepare all required evaluation reports and maintains appropriate historical records of student growth rating data for individual teachers and all schools at all levels.
~~7. Help prepare all required value-added reports and maintains appropriate historical records of value-added data for individual teachers and all schools at all levels.~~
~~8.~~7. Performs the collecting, organizing, analyzing, and interpreting of ~~value-added~~evaluation data and ~~using~~ uses data to ~~make~~ support instructional decisions.
~~9.~~8. Develop annual goals and objectives for personal professional development consistent with and in support of District goals and priorities.
~~10.~~9. Participate successfully in the training programs offered to increase skill and proficiency related to the assignment.
~~11.~~10. Prepare statistical and analytical reports for administrators as requested.
~~12.~~11. Respond to inquiries and concerns from administrators, personnel, and others concerning assigned area, and provide specialized information concerning the application of complex law, rules, and regulations in a timely manner, through effective communications.
~~13.~~12. Review current developments, literature and technical sources of information related to job responsibility.

~~14.~~13. Serve on District, state or community councils or committees as assigned or appropriate.
~~15.~~14. Help use benchmark assessments and other available data to construct models projecting school grades and supporting the strategic decisions of District Leadership.
~~16.~~15. Help conduct analysis of district data using descriptive and inferential statistics, such as regression, causal and factor analytic models and nonparametric techniques.
~~17.~~16. Keep supervisor informed of activities in area of assignment.
~~18.~~17. Attend state and regional meetings to keep well informed about current trends and practices.
~~19.~~18. Ensure adherence to good data security and safety standards.
~~20.~~19. Maintain confidentiality regarding school/workplace matters.
~~21.~~20. Model and maintain high ethical standards.
~~22.~~21. Represent the district in a positive and professional manner.
~~23.~~22. Demonstrate initiative in the performance of assigned responsibilities.
~~24.~~23. Follow federal and state laws as well as School Board policies, rules and regulations.
~~25.~~24. Demonstrate support for the school district and its goals and objectives.
~~26.~~25. Participate successfully in the training programs offered to increase skill and proficiency related to assignment.
~~27.~~26. Perform other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to pounds of force occasionally, and/or up to 20 pounds of force frequently 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:
06/26/2018

Revised on:
12/11/2018
04/25/2023

SALARY SCHEDULE: SAMP
PAY GRADE: D06
JOB CODE: TBD
STATE TITLE: 77134

THE SCHOOL BOARD OF MANATEE COUNTY
Short Title: Junior Data Analyst
State Title: Testing Assistant
JOB DESCRIPTION

JOB GOAL:
To provide support and instruction to the student assessment process from test administration to statistical analysis of data and reporting as it relates to curriculum, instruction, and school improvement. To use statistical analysis and school grade projections to support decision making. To work with teachers, data team, and central office staff to calculate and coordinate student learning related teacher evaluations.

QUALIFICATIONS:
1. Associate's degree from an accredited educational institution.
2. Minimum of three (3) years of experience in data analysis, or related area.
3. Such alternatives to the above qualifications as the Board and Superintendent may find appropriate.

KNOWLEDGE, SKILLS AND ABILITIES:
Intermediate or advanced knowledge of statistics. Knowledge of applicable laws, rules, policies and procedures Knowledge of school district data and data reporting systems, including, but not limited to, Focus, School City, Perform, and State assessment & accountability platforms. Ability to interact effectively with district and school personnel. Ability to work independently, using sound judgement and discretion. Ability to demonstrate written and oral communication skills. Ability to organize, and prioritize, and execute projects. Ability to present data and materials to a variety of audiences. Intermediate Microsoft Excel user.

REPORTS TO:
Director of Accountability, Assessment, and Research
Senior Statistical Data Analyst

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:
1. Provide instructional staff and administrator evaluation committees with relevant evaluation data and analysis to support decision-making.
2. Performs specialized and technical work in the development, maintenance, and analysis of assessment and accountability databases.
3. Coordinate the programming and distribution of accurate reports for benchmark and state assessment data.
4. Calculate teacher and administrator Student Growth Rating components. Notify supervisor of escalations. Provide analytical decision support to address broad-based issues and concerns.
5. Provide graphs and tables in Excel and Word and other software as appropriate to support instructional decision making.
6. Help prepare all required evaluation reports and maintains appropriate historical records of student growth rating data for individual teachers and all schools at all levels.
7. Performs the collecting, organizing, analyzing, and interpreting of evaluation data and uses data to support instructional decisions.
8. Develop annual goals and objectives for personal professional development consistent with and in support of District goals and priorities.
9. Participate successfully in the training programs offered to increase skill and proficiency related to the assignment.
10. Prepare statistical and analytical reports for administrators as requested.
11. Respond to inquiries and concerns from administrators, personnel, and others concerning assigned area, and provide specialized information concerning the application of complex law, rules, and regulations in a timely manner, through effective communications.
12. Review current developments, literature and technical sources of information related to job responsibility.

13. Serve on District, state or community councils or committees as assigned or appropriate.
14. Help use benchmark assessments and other available data to construct models projecting school grades and supporting the strategic decisions of District Leadership.
15. Help conduct analysis of district data using descriptive and inferential statistics, such as regression, causal and factor analytic models and nonparametric techniques.
16. Keep supervisor informed of activities in area of assignment.
17. Attend state and regional meetings to keep well informed about current trends and practices.
18. Ensure adherence to good data security and safety standards.
19. Maintain confidentiality regarding school/workplace matters.
20. Model and maintain high ethical standards.
21. Represent the district in a positive and professional manner.
22. Demonstrate initiative in the performance of assigned responsibilities.
23. Follow federal and state laws as well as School Board policies, rules and regulations.
24. Demonstrate support for the school district and its goals and objectives.
25. Participate successfully in the training programs offered to increase skill and proficiency related to assignment.
26. Perform other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to pounds of force occasionally, and/or up to 20 pounds of force frequently 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:
06/26/2018

Revised on:
12/11/2018
04/25/2023

SALARY SCHEDULE: SAMP
PAY GRADE: D06
JOB CODE: TBD
STATE TITLE: 77134

AGENDA ITEM NO. 12.10

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

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

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

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

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
OOF Content BM 4.25.2023
OOF ESOL BM 4.25.2023

OOF Content BM 4.25.2023						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
Riggio	Joseph	Johnson K-8 Sch of Int Studies	Tchr, Fifth Grade	Elementary Education K-6	3/21/2023	10/22/2023
James	Kaitlyn	Daughtrey Elementary School	Tchr, Third Grade	Elementary Education K-6	2/27/2023	5/31/2023
Noga	Vjola	King Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	2/27/2023	12/19/2024
Noga	Vjola	King Middle School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	2/27/2023	12/19/2023
Broom	Sara	Prine Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	2/27/2023	12/21/2023
Clark	Robert	Parrish Community High School	Tchr, VE	Visually Impaired K-12	2/22/2023	2/22/2024
Hunter	Stephanie	Bashaw Elementary School	Tchr, VE/SC	Elementary Education K-6	2/15/2023	2/6/2024
Drake	Donnalyn	Lincoln Memorial Middle School	Tchr, Reading, MS	Middle Grades English 5-9	2/15/2023	2/6/2024
Fernandez	Lesly	Buffalo Creek Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	2/14/2023	2/6/2024
Whittaker	Teresa	Horizons Academy	Tchr, Culinary Arts	Art K-12	2/9/2023	2/9/2024
Hirshman	Emily	Horizons Academy	Tchr, ESE, Department Chair	English 6-12	2/9/2023	2/9/2024
Hirshman	Emily	Horizons Academy	Tchr, ESE, Department Chair	Mathematics 6-12	2/9/2023	2/9/2024
Hirshman	Emily	Horizons Academy	Tchr, ESE, Department Chair	Middle Grades General Science 5-9	2/9/2023	2/9/2024
Hirshman	Emily	Horizons Academy	Tchr, ESE, Department Chair	Social Science 6-12	2/9/2023	2/9/2024
Dykes	Corinne	Horizons Academy	Tchr, VE	Art K-12	2/9/2023	10/2/2023
Dykes	Corinne	Horizons Academy	Tchr, VE	Elementary Education K-6	2/9/2023	10/2/2023
Dykes	Corinne	Horizons Academy	Tchr, VE	Mathematics 6-12	2/9/2023	10/2/2023
Horwitz	Chad	Horizons Academy	Tchr, Dropout Prevention, HS	Middle Grades General Science 5-9	2/9/2023	10/30/2023
Byrd	Angelik	Horizons Academy	Tchr, VE	Elementary Education K-6	2/9/2023	2/9/2023
Armer	Harry	King Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	2/8/2023	2/8/2024
Hudson	Le' Nora	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	2/6/2023	5/31/2022
Braendel	Patricia	Prine Elementary School	Tchr, VE/SC	Elementary Education K-6	2/5/2023	2/5/2024
Lovin	Tara	Daughtrey Elementary School	Tchr, VE/SC	Elementary Education K-6	2/4/2023	2/1/2024
Disney	Jessica	Palma Sola Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	2/3/2023	10/22/2023
Keen	Christine	Myakka Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	2/2/2023	5/31/2023
Nueva	Abigail	Miller Elementary School	Tchr, VE/SC	Elementary Education K-6	2/1/2023	11/21/2022
Smith	Carleen	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	1/31/2023	9/22/2024
Thompson	Sherryce	Blackburn Elementary School	Tchr, First Grade	Elementary Education K-6	1/30/2023	1/9/2024
Taylor	Madison	Kinnan Elementary School	Tchr, Kindergarten	Elementary Education K-6	1/30/2023	10/1/2024
Couvertier Mojica	Martha	Manatee Elementary School	Tchr, VE/SC	Elementary Education K-6	1/30/2023	5/31/2023
McNear	Koral	Tillman Elementary School	Tchr, Second Grade	Elementary Education K-6	1/30/2023	1/22/2024
Milhaven	James	Bashaw Elementary School	Tchr, Fifth Grade	Elementary Education K-6	1/27/2023	1/9/2024
Mihalik	Donald	Lakewood Ranch High School	Tchr, Language Arts, HS	English 6-12	1/24/2023	1/24/2024
Altes	Amanda Jade	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	1/24/2023	1/24/2024
Anderson	Deondrick	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Elementary Education K-6	1/23/2023	1/9/2023
Bugg	Andrew	Sable Acad Behavioral Learning	Tchr, VE	Elementary Education K-6	1/23/2023	11/29/2022
Franco Rengifo	Valentina	Bashaw Elementary School	Tchr, Fourth Grade	Elementary Education K-6	1/18/2023	1/8/2024
Giustino	Alicia	Kinnan Elementary School	Tchr, VE/SC	Elementary Education K-6	1/18/2023	1/9/2024
Ralston	Emily	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	1/18/2023	11/28/2023
Masterson	Teresa	McNeal Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	1/18/2023	11/28/2023
Fishman	Farrah	Oneco Elementary School	Tchr, Third Grade	Elementary Education K-6	1/18/2023	5/31/2023
Narvaez	Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	1/18/2023	5/31/2023
Narvaez	Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	1/18/2023	5/31/2024
McGill	Kasey	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	1/18/2023	10/16/2023
Gundersheimer	Lee	Southeast High School	Tchr, VE	Exceptional Student Education K-12	1/18/2023	10/12/2022
Reeves	Zachary	Braden River High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	1/17/2023	5/31/2023
Solano	Gabriella	Oneco Elementary School	Tchr, First Grade	Elementary Education K-6	1/17/2023	5/31/2023
Wolter	Timothy	King Middle School	Tchr, Technology	Engineering and Technology Education	1/13/2023	10/8/2023
Woellmer	Brittney	Oneco Elementary School	Tchr, First Grade	Elementary Education K-6	1/13/2023	10/17/2023
Anderson	Deondrick	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	1/10/2023	1/10/2024
Lejarzar	Gary	Tillman Elementary School	Tchr, Fifth Grade	Elementary Education K-6	12/13/2022	10/4/2023
Miller	Craig	King Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	12/12/2022	11/28/2023
Clark	Cayla	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	12/9/2022	5/31/2023
Hunter	Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	12/8/2022	5/31/2025
Hunter	Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	12/8/2022	5/31/2023
Hunter	Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	12/8/2022	5/31/2024
Price	Kavious	Manatee High School	Tchr, VE	Exceptional Student Education K-12	12/2/2022	11/28/2023
Hrubes	Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	12/2/2022	5/31/2024
Hrubes	Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	12/2/2022	5/31/2024
Howard	Joshua	Parrish Community High School	Tchr, Language Arts, HS	English 6-12	11/14/2022	5/30/2023
Fenton	Michelle	Harvey Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	10/26/2022	10/14/2023
Sabo	Benjamin	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	10/11/2022	10/11/2022
Grant	Kimberly	Moody Elementary School	Tchr, Music, ES	Music K-12	10/10/2022	5/31/2023
Erhardt	Bruce	Palm View K-8 School	Tchr, Social Studies, MS	Middle Grades General Science 5-9	10/10/2022	5/31/2023
DiStefano	Anthony	Palm View K-8 School	Tchr, Science, MS	Middle Grades General Science 5-9	10/10/2022	5/31/2023
Hrubes	Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	10/8/2022	5/31/2023
Bock	Michael	Braden River High School	Tchr, Mathematics, HS	Mathematics 6-12	9/27/2022	5/31/2023
Robinson	Tamya	Lincoln Memorial Middle School	Tchr, Technology	Engineering and Technology Education	9/26/2022	9/26/2023
Byrd	Angelik	Horizons Academy	Tchr, VE	Exceptional Student Education K-12	9/19/2022	5/31/2023
Mendez	Jessica	Braden River High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	9/18/2022	5/31/2023
Daly	Stefania	Lee Middle School	Tchr, Business Technology	Business Education 6-12	9/18/2022	5/31/2023
Davis	Michael	Southeast High School	Tchr, Reading, HS	Readinbg K-12	9/18/2022	5/31/2023
Epstein	Nancy	Southeast High School	Tchr, Reading, HS	Readinbg K-12	9/18/2022	5/31/2023
Frank	Anna	Blackburn Elementary School	Tchr, VE	Elementary Education K-6	9/12/2022	5/31/2023
Frank	Anna	Blackburn Elementary School	Tchr, VE	Exceptional Student Education K-12	9/12/2022	5/31/2024
Zuluaga	Diana	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	9/12/2022	5/31/2023
Chacon	Anna	Manatee Elementary School	Tchr, Pre-K	PreKindergarten/Primary Education PK-3	9/7/2022	5/31/2023
Negroni	Ivette	Manatee Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	9/7/2022	5/31/2023

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

Emerick	Hannah	Sugg Middle School	Tchr, Language Arts, MS	English 6-12	2/3/2021	1/12/2022
Neathery	Michele	Bayshore High School	Tchr, Reading, HS	English 6-12	1/21/2021	5/31/2021
Childers	Kelly	Bayshore High School	Tchr, VE	Art K-12	1/21/2021	1/21/2022
Childers	Kelly	Bayshore High School	Tchr, VE	Elementary Education K-6	1/21/2021	1/21/2022
Routhier	Charles	Bayshore High School	Tchr, Business Technology	Business Education 6-12	1/21/2021	5/31/2021
Hammer	Lisa	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	1/10/2021	1/10/2022
Russell	Jessica	Jain Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	11/4/2020	10/30/2021
Siegel	Kristin	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	11/4/2020	10/19/2021
Pellicone	Jessica	Samoset Elementary School	Tchr, Art, ES	Art K-12	10/28/2020	10/20/2021
Miller	Akilla	Manatee High School	Tchr, Science, HS	Biology 6-12	10/27/2020	10/8/2021
Motlow-Newhall	Melanie	Blackburn Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/26/2020	10/8/2021
Wallace	Wayne	Buffalo Creek Middle School	Tchr, Dropout Prevention, MS	Middle Grades English 5-9	10/26/2020	10/8/2021
Butcher	John	Sugg Middle School	Tchr, ESOL Resource	Middle Grades English 5-9	10/26/2020	10/8/2021
Forero	Emily	Gullett Elementary School	Tchr, Second Grade	Elementary Education K-6	10/22/2020	9/22/2021
Searls	Darvin	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	10/20/2020	10/8/2021
Miller	Angela	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	10/8/2020	10/5/2021
Miller	Angela	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	10/8/2020	10/5/2022
Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 1	10/7/2020	10/5/2021
Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 2	10/7/2020	10/5/2022
Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 3	10/7/2020	10/5/2023
Uhlinger	Chad	Braden River Middle School	Tchr, Mathematics, MS	Mathematics 6-12	9/29/2020	9/23/2021
Klaput	Joseph	Haile Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	9/17/2020	5/31/2021
Molchany	Megan	Nolan Middle School	Tchr, Autism Spectrum Disorder	Middle Grades English 5-9	9/17/2020	5/31/2021
Muntz	Steve	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12	9/14/2020	5/31/2021
Pope	Eleanor	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/14/2020	5/31/2021
Pope	Eleanor	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/14/2020	5/31/2022
Zachary	Cassidy	Freedom Elementary School	Tchr, VE	Exceptional Student Education K-12	9/13/2020	5/31/2020
Smith	Samantha	Horizons Academy	Tchr, Reading, HS	Exceptional Student Education K-12	9/13/2020	5/31/2021
Soudijn	Cheryl	Johnson K-8 Sch of Int Studies	Tchr, Pre-K Integrated	Exceptional Student Education K-12	9/13/2020	5/31/2021
Swinkels	Katherine	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	9/13/2020	5/31/2021
Cobb	Sylvia	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	9/10/2020	9/10/2021
Aguado	Sarah	Moody Elementary School	Tchr, VE/SC	Elementary Education K-6	8/28/2020	5/31/2021
Matyasi	Matthew	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	Middle Grades General Science 5-9	8/27/2020	10/2/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	8/27/2020	5/31/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Autism Endorsement Year 1	8/27/2020	5/31/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Autism Endorsement Year 2	8/27/2020	5/31/2022
Reeves	Patricia	Braden River Middle School	Tchr, Social Studies, MS	Middle Grades Mathematics 5-9	8/18/2020	5/31/2021
Sutton	Sierra	Palmetto Elementary School	Tchr, Fourth Grade	Exceptional Student Education K-12	8/10/2020	5/31/2021
Martinez	Stephanie	Willis Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	8/7/2020	5/31/2021
Pippin	Tami	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 1	8/6/2020	5/31/2021
Pippin	Tami	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 2	8/6/2020	5/31/2022
Mullins	Robert	Palm View K-8 School	Tchr, Technology	Engineering and Technology Education	8/4/2020	5/31/2021
Gibson	Joseph	Haile Middle School	Tchr, Art, MS	Engineering and Technology Education	8/3/2020	5/31/2021
Carpenter	Ashley	Harvey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	8/3/2020	5/31/2021
Galati	Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	8/3/2020	5/31/2021
Henry	Louis	Lakewood Ranch High School	Tchr, World Language, HS	Middle Grades Mathematics 5-9	8/3/2020	1/3/2021
Rosario	Wilfredo	Sable Acad Behavioral Learning	Tchr, Physical Educ, MS	Exceptional Student Education K-12	8/3/2020	5/31/2021
Ngo	Jacqueline	Johnson K-8 Sch of Int Studies	Tchr, First Grade	World Language – Spanish K-12	7/30/2020	5/31/2021
Bomar	Brittani	Kinnan Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	7/28/2020	5/31/2021
Gardner	Kelly	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	7/23/2020	5/31/2021
Gardner	Kelly	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	7/23/2020	5/31/2022
Vonseggern	Byron	Haile Middle School	Tchr, Science, MS	Exceptional Student Education K-12	7/21/2020	5/31/2021
Bracciano	Kathryn	Manatee High School	Tchr, Science, HS	Middle Grades General Science 5-9	7/20/2020	5/31/2021
Keats	Michelle	Freedom Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	7/19/2020	5/31/2021
Vasquez	Andrea	Braden River High School	Tchr, World Language, HS	Elementary Education K-6	6/9/2020	5/31/2021
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades Mathematics 5-9	6/9/2020	5/31/2021
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades General Science 5-9	6/9/2020	5/31/2022
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades Social Science 5-9	6/9/2020	5/31/2023
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades English 5-9	5/12/2020	6/10/2020
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	3/11/2020	2/28/2023
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	3/11/2020	2/28/2021
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	3/11/2020	2/28/2022
Goodyear	Calaina	Sugg Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	3/5/2020	5/31/2020
Brust	Doris	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	Art K-12	2/4/2020	2/7/2021
Highley	Tamara	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	1/30/2020	2/7/2021
Van Zandt	Mary	Tara Elementary School	Tchr, VE	Elementary Education K-6	1/21/2020	1/6/2021
Strom	Cary	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	English 6-12	1/8/2020	10/7/2019
Bishop	Meghan	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	1/8/2020	10/7/2020
Reynolds	Jennifer	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 1	12/12/2019	5/31/2020
Reynolds	Jennifer	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 2	12/12/2019	5/31/2021
Reynolds	Jennifer	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 3	12/12/2019	5/31/2022
Mauk	Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	12/2/2019	12/2/2020
Mauk	Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	12/2/2019	12/2/2021
Munive	Daniel	Bayshore Elementary School	Tchr, Third Grade	Exceptional Student Education K-12	11/12/2019	5/31/2021
Egyed	Peter	Manatee High School	Tchr, Emotion/Behavr Disabil	Art K-12	10/31/2019	5/31/2021
Blank	Christopher	Lakewood Ranch High School	Tchr, Health, HS	Middle Grades General Science 5-9	10/29/2019	10/31/2020
Paravicini	Scott	Lakewood Ranch High School	Tchr, Physical Educ, HS	Mathematics 6-12	10/29/2019	10/31/2020
Mercado	Giovanna	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	10/23/2019	7/13/2018
Day	Christina	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/16/2019	10/16/2021
Day	Christina	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/16/2019	10/16/2022

Ortiz	Joan	Nolan Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/16/2019	10/21/2021
Corbett	Brooke	Palmetto High School	Tchr, Other Classroom	World Language – Spanish K-12	10/16/2019	10/11/2021
Mezzina	Sabrina	King Middle School	Tchr, VE	Elementary Education K-6	10/10/2019	10/1/2021
Benjoud	Omar	Southeast High School	Tchr, VE	Exceptional Student Education K-12	10/9/2019	5/31/2022
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/4/2019	10/12/2019
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/4/2019	10/12/2019
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Social Science 5-9	10/4/2019	10/12/2019
Steinberg	Brittney	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 1	8/30/2019	5/1/2020
Steinberg	Brittney	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 2	8/30/2019	5/1/2021
Rogers	Kharma	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	8/9/2019	5/31/2022
Bennett	Robert	Bayshore High School	Tchr, VE	Elementary Education K-6	8/9/2019	5/31/2021
Bennett	Robert	Bayshore High School	Tchr, VE	Autism Endorsement Year 1	8/9/2019	5/31/2021
Bennett	Robert	Bayshore High School	Tchr, VE	Autism Endorsement Year 2	8/9/2019	5/31/2022
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 1	8/9/2019	5/31/2020
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 2	8/9/2019	5/31/2021
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 3	8/9/2019	5/31/2022
Hair	Robbin	Samoset Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	8/8/2019	5/31/2020
Mainer	Angela	Buffalo Creek Middle School	Tchr, Business Technology	Elementary Education K-6	8/2/2019	5/1/2020
Bigler	Cynthia	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	8/1/2019	5/31/2019
Balsai	Gina	Samoset Elementary School	Tchr, First Grade	PreKindergarten Disabilities Endorsement	8/1/2019	5/30/2020
McIntosh	Maria	Palma Sola Elementary School	Tchr, VE/SC	Elementary Education K-6	7/15/2019	5/31/2021
Patalano	Hailey	Parrish Community High School	Tchr, Art, HS	Drama 6-12	7/1/2019	5/31/2021
Williams	Tara	Braden River Middle School	Tchr, VE	Social Science 6-12	3/8/2019	9/5/2018
Henderson	Deanna	Jain Middle School	Tchr, Science, MS	Social Science 6-12	3/8/2019	9/5/2018
Yueng-Nieves	Kathryn	Freedom Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	3/1/2019	10/5/2019
Martin	Roderick	Palmetto High School	Tchr, Mathematics, HS	Mathematics 6-12	3/1/2019	3/5/2020
Trefil	Elsa	Williams Elementary School	Tchr, VE	Elementary Education K-6	3/1/2019	10/12/2019
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Earth-Space Science 6-12	2/28/2019	10/4/2022
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	English 6-12	2/28/2019	10/4/2021
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Health K-12	2/28/2019	10/4/2023
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Mathematics 6-12	2/28/2019	10/4/2021
Dehetre	Kimberly	Braden River High School	Tchr, Science, HS	Earth-Space Science 6-12	2/28/2019	2/1/2020
Thill	Katherine	Freedom Elementary School	Tchr, Fourth Grade	Elementary Education K-6	2/28/2019	3/2/2019
King	Christopher	Haile Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	2/28/2019	10/3/2019
Garrity	Patrick	King Middle School	Tchr, Dropout Prevention, MS	Business Education 6-12	2/28/2019	10/15/2019
Caravan	Roxane	Lakewood Ranch High School	Tchr, Drama, HS	Art K-12	2/28/2019	3/4/2020
Durocher	Christy	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Exceptional Student Education K-12	2/28/2019	2/14/2020
Culton	Christopher	Parrish Community High School	Tchr, Physical Educ, HS	Biology 6-12	2/28/2019	3/4/2021
Culton	Christopher	Parrish Community High School	Tchr, Physical Educ, HS	English 6-12	2/28/2019	3/4/2020
Culton	Christopher	Parrish Community High School	Tchr, Physical Educ, HS	Mathematics 6-12	2/28/2019	3/4/2022
Maddox	Annette	Rogers Garden-Bullock ES	Tchr, Intellctual Disabilities	Elementary Education K-6	2/28/2019	2/6/2006
Dillahay	Olivia	Tara Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	2/28/2019	3/1/2020
Wines	Marcia	Southeast High School	Tchr, Language Arts, HS	English 6-12	1/10/2019	12/12/2019
Cruz	Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	11/5/2018	11/5/2019
Cruz	Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	11/5/2018	11/5/2019
Cruz	Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	11/5/2018	11/5/2020
Woughter	Cari	Manatee Elementary School	Tchr, Fifth Grade	PreKindergarten Disabilities Endorsement	10/19/2018	10/19/2019
Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 1	10/17/2018	5/31/2019
Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 2	10/17/2018	5/31/2020
Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 3	10/17/2018	5/31/2021
Koehlinger	Melissa	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/17/2018	10/3/2020
Turi	Amanda	Palm View K-8 School	Tchr, VE	Elementary Education K-6	10/17/2018	10/3/2019
Pellicone	Jessica	Samoset Elementary School	Tchr, Art, ES	Engineering and Technology Education	10/17/2018	3/20/2019
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades English 5-9	10/17/2018	10/3/2021
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Mathematics 5-9	10/17/2018	10/23/2020
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades General Science 5-9	10/17/2018	10/3/2022
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Social Science 5-9	10/17/2018	10/3/2020
Deppen	Julie	Willis Elementary School	Tchr, Third Grade	Middle Grades English 5-9	10/4/2018	5/31/2019
Fearon	Victoria	Palm View K-8 School	Tchr, Language Arts, MS	Elementary Education K-6	9/5/2018	5/31/2019
Silva	John	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	8/31/2018	5/31/2019
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Social Science 6-12	8/27/2018	5/31/2019
Rivers	Santiego	Lincoln Memorial Middle School	Tchr, Dropout Prevention, MS	Exceptional Student Education K-12	8/27/2018	5/31/2019
Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 1	8/20/2018	8/1/2019
Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 2	8/20/2018	5/30/2020
Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 3	8/20/2018	5/30/2021
Cobb	Jennifer	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	8/20/2018	5/30/2019
Frech	Aaron	Sugg Middle School	Tchr, Social Studies, MS	Elementary Education K-6	8/14/2018	6/30/2018
Greene	Nailah	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	8/10/2018	5/31/2019
Davies	Jenna	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	8/10/2018	5/31/2019
Tate	Kiara	Southeast High School	Tchr, Other Classroom	English 6-12	8/10/2018	5/31/2019
Timmons	Brett	Southeast High School	Tchr, Other Classroom	English 6-12	6/23/2018	9/18/2020
Timmons	Brett	Southeast High School	Tchr, Other Classroom	Middle Grades General Science 5-9	6/23/2018	9/18/2018
Timmons	Brett	Southeast High School	Tchr, Other Classroom	Social Science 6-12	6/23/2018	9/18/2019

OOF ESOL BM 4.25.2023						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
Wirley	Janel	Lee Middle School	Tchr, Art, MS	ESOL End. Class 1	3/20/2023	8/1/2024
Cox	Chelsea	Kinnan Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	3/3/2023	8/1/2024
Miller	Jessica	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	3/3/2023	8/1/2023
Santory	Jessica	Oneco Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	3/3/2023	8/1/2024
Willett	Melea	Parrish Charter Academy K-8	Tchr, Fourth Grade	ESOL End. Class 1	3/3/2023	8/1/2024
Rochester	Eddie	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	3/2/2023	8/1/2024
Werr	Nancy	Imagine Sch Lakewood Ranch CS	Tchr, Second Grade	ESOL End. Class 1	2/27/2023	8/1/2024
Cable	Terryl	Imagine Sch Lakewood Ranch CS	Tchr, Fifth Grade	ESOL End. Class 1	2/27/2023	8/1/2024
Brandt	Rebecca	Manatee Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/27/2023	8/1/2024
Burton	Carolyn	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	ESOL End. Class 1	2/27/2023	8/1/2023
Chindamo	Carina	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	2/27/2023	8/1/2024
Patton-Roark	Bruce	Manatee Elementary School	Tchr, Second Grade	ESOL End. Class 1	2/24/2023	8/1/2024
Simmons	Brittany	Manatee School for the Arts CS	Tchr, Language Arts, MS	ESOL End. Class 1	2/23/2023	8/1/2024
O'Brien	Susan	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	2/10/2023	8/1/2022
Pregont	Michele	Lakewood Ranch Prep Acad K-12	Tchr, Kindergarten	ESOL End. Class 1	2/10/2023	8/1/2023
Wolff	Eric	Horizons Academy	Tchr, Language Arts, HS	ESOL End. Class 1	2/9/2023	8/1/2021
Gallegos	Tiffany	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	2/9/2023	8/1/2022
Shillinglaw	Beth	Williams Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	2/9/2023	8/1/2024
Bartlett	Keary	Witt Elementary School	Tchr, VE/SC	ESOL End. Class 1	2/9/2023	8/1/2024
Davis	Andrea	Lincoln Memorial Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	2/8/2023	8/1/2024
Myers	William	Tillman Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	2/8/2023	8/1/2021
Hoyden	Melanie	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/7/2023	8/1/2024
Harvey	Chondra	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	2/7/2023	8/1/2023
Madrid	Alexis	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/7/2023	8/1/2024
Russ	Carrie	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	2/7/2023	8/1/2020
Hamilton-Smith	Lookerisha	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	2/7/2023	8/1/2023
Chaney	Mary	Harvey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	2/6/2023	8/1/2024
Evers	Robin	Johnson K-8 Sch of Int Studies	Tchr, VE	ESOL End. Class 1	2/6/2023	8/1/2024
AVILA	ANGELITA	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/5/2023	8/1/2024
Parrino	Ashley	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	2/5/2023	8/1/2024
Taleff	Jessica	Oneco Elementary School	Tchr, VE	ESOL End. Class 1	2/5/2023	8/1/2024
Dykes	Lindsey	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	2/5/2023	8/1/2024
Berumen-Marquez	Blanca	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	2/4/2023	8/1/2024
Harris	Jessica	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/4/2023	8/1/2024
Ravn	Rachelle	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/4/2023	8/1/2024
Cowan	Caroceka Sarica	Daughtrey Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	2/4/2023	8/1/2024
Mulcahy	Catherine	Braden River Elementary School	Tchr, VE	ESOL End. Class 1	2/3/2023	8/1/2024
Davis	Ashley	Myakka Elementary School	Tchr, VE/SC	ESOL End. Class 1	2/2/2023	8/1/2024
Koch	Whitney	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	2/2/2023	8/1/2024
Hegewisch	Lindsay	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	2/2/2023	8/1/2024
Curnutte	Carla	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	2/2/2023	8/1/2024
Nuccitelli	Tara	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	2/1/2023	8/1/2024
Amanfi	Kwame	Miller Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	2/1/2023	8/1/2024
Casaclang	Aileen	Miller Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	2/1/2023	8/1/2024
Montero	Anicel	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/1/2023	8/1/2024
Batiz	JoAnne	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/1/2023	8/1/2024
Toso	Claudia	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	1/31/2023	8/1/2024
Cusack	Tracey	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	1/30/2023	8/1/2024
Bratton	Kamille	Blackburn Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/30/2023	8/1/2022
Baranowski	Kimberly	Blackburn Elementary School	Tchr, VE	ESOL End. Class 1	1/30/2023	8/1/2017
Ketterman	Jared	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/27/2023	8/1/2024
Lane	Barbara	Freedom Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	1/27/2023	8/1/2021
Schultz	Erin	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	1/27/2023	8/1/2023
Thompson	Melanie	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	1/27/2023	8/1/2024
Kerlin	Rebecca	Williams Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/27/2023	8/1/2024
Muniz	Meghan	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	1/26/2023	8/1/2024
Whalen	Laura	Parrish Charter Academy K-8	Tchr, Third Grade	ESOL End. Class 1	1/18/2023	8/1/2024
Powers	Erin	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/18/2023	8/1/2024
Martin	Jaimie	Samoset Elementary School	Tchr, First Grade	ESOL End. Class 1	1/18/2023	8/1/2024
Piscopo	Louis	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	1/18/2023	8/1/2024
Ford	Tricia	Team Success Charter School	Tchr, Kindergarten	ESOL End. Class 1	1/18/2023	8/1/2024
Moseley	Lauren	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	1/18/2023	8/1/2024
Shareshian	Michael	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	1/17/2023	8/1/2024
Kleespie	Anna	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/17/2023	8/1/2024
Viverito	Christin	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	1/13/2023	8/1/2024
Sullivan	Alexandra	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	12/22/2022	8/1/2024

Kotler	Michelle	Prine Elementary School	Tchr, VE	ESOL End. Class 1	12/16/2022	8/1/2024
Facer	Rebecca	Tillman Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	12/2/2022	8/1/2024
Bauman	Michelle	Manatee Charter School	Tchr, Fifth Grade	ESOL End. Class 1	11/30/2022	8/1/2024
Durniak	Ashley	Manatee Charter School	Tchr, Second Grade	ESOL End. Class 1	11/18/2022	8/1/2024
Goeders	Lucas	Team Success Charter School	Tchr, MS Classroom	ESOL End. Class 1	11/15/2022	8/1/2023
Slattery	Alana	Imagine Sch Lakewood Ranch CS	Tchr, Kindergarten	ESOL End. Class 1	10/12/2022	8/1/2024
Rios	Kristin	Manatee School for the Arts CS	Tchr, Language Arts, HS	ESOL End. Class 1	10/12/2022	8/1/2024
Carper	Sydni	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	10/7/2022	8/1/2024
Jeffcoat	Sarah	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/4/2022	8/1/2024
Barber	Cheryl	Imagine Sch Lakewood Ranch CS	Tchr, Second Grade	ESOL End. Class 1	10/4/2022	8/1/2023
Upchurch	Heather	Imagine Sch Lakewood Ranch CS	Tchr, Third Grade	ESOL End. Class 1	10/4/2022	8/1/2024
Blalock	Michael	Parrish Community High School	Tchr, Science, HS	ESOL End. Class 1	10/4/2022	8/1/2024
Crowe	Taylor	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	9/22/2022	8/1/2024
Imhoff	Cayse	Lakewood Ranch Prep Acad K-12	Tchr, Kindergarten	ESOL End. Class 1	9/22/2022	8/1/2024
Davis	Latoya	Lakewood Ranch Prep Acad K-12	Tchr, Second Grade	ESOL End. Class 1	9/22/2022	8/1/2024
Hahn	Maggie	Manatee Charter School	Tchr, Kindergarten	ESOL End. Class 1	9/20/2022	8/1/2024
Lopez-Pacheco	Brittaney	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/19/2022	8/1/2024
Metras	Jennifer	Lakewood Ranch Prep Acad K-12	Tchr, Fourth Grade	ESOL End. Class 1	9/19/2022	8/1/2024
Riley	Terry	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/19/2022	8/1/2024
Hammond	Sarah	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/19/2022	8/1/2024
Gilbank	Kristen	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	9/19/2022	8/1/2024
Nelson	Jacquelyn	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Jacox	Brianna	Abel Elementary School	Tchr, First Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Pugh	Lauren	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Wolfe	Jaisa	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Case	Denise	Braden River Elementary School	Tchr, Dual Language, ES	ESOL End. Class 1	9/18/2022	8/1/2024
Moore	Monica	Braden River High School	Tchr, Other Classroom	ESOL End. Class 3	9/18/2022	8/1/2024
Palkovich	Emily	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Blanco	Elizabeth	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Lashway	Brianna	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2022	8/1/2024
Charbonneau	Kimberly	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2022	8/1/2024
Guyre	Brendan	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2022	8/1/2024
Wylie	Frances	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/16/2022	8/1/2024
Boender	Jill	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	9/16/2022	8/1/2024
Durham	Destiny	Palma Sola Elementary School	Tchr, First Grade	ESOL End. Class 1	9/16/2022	8/1/2024
Kushto	Kristina	Lakewood Ranch Prep Acad K-12	Tchr, Kindergarten	ESOL End. Class 1	9/15/2022	8/1/2024
Ferrell	Leann	Lakewood Ranch Prep Acad K-12	Tchr, Fourth Grade	ESOL End. Class 1	9/15/2022	8/1/2024
Christie	Kelly	Manatee School for the Arts CS	Tchr, Language Arts, MS	ESOL End. Class 1	9/15/2022	8/1/2024
Stone	Mickey	StateCollegeFLCollegiateSch CS	Tchr, Drama, MS	ESOL End. Class 1	9/15/2022	8/1/2024
Marello	Amanda	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/14/2022	8/1/2024
Kanz	Lyndsey	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/13/2022	8/1/2024
Fields	Vincent	Manatee Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/13/2022	8/1/2024
Spencer	Melissa	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/13/2022	8/1/2024
Lluberes	Ashley	Lakewood Ranch Prep Acad K-12	Tchr, Language Arts, MS	ESOL End. Class 1	9/9/2022	8/1/2024
Ruch	Jacquelyn	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	9/9/2022	8/1/2024
Furman	Claire	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	9/7/2022	8/1/2024
Danko	Olivia	Bashaw Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/6/2022	8/1/2024
Prucnell	Jennifer	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/6/2022	8/1/2024
McNary	Amanda	Johnson K-8 Sch of Int Studies	Tchr, Fourth Grade	ESOL End. Class 1	9/1/2022	8/1/2024
Shenning	DeeAnah	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/1/2022	8/1/2024
Beilke	Emily	Manatee School for the Arts CS	Tchr, Science, MS	ESOL End. Class 1	9/1/2022	6/30/2023
Santos-Troche	Vickie	Manatee School for the Arts CS	Tchr, Language Arts, HS	ESOL End. Class 1	9/1/2022	6/30/2024
Almy	Trevor	Rowlett Middle Academy 6-8	Tchr, Language Arts, MS	ESOL End. Class 1	9/1/2022	8/1/2024
McClintock	Lyndsie	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/31/2022	8/1/2024
Wade	Victoria	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/30/2022	8/1/2024
Jacox	Megan	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/30/2022	8/1/2024
Klecka	Nicole	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/30/2022	8/1/2024
Holmes	Melissa	Manatee School for the Arts CS	Tchr, Language Arts, MS	ESOL End. Class 1	8/29/2022	8/1/2024
Ferreyros	Carolina	Team Success Charter School	Tchr, Fourth Grade	ESOL End. Class 1	8/29/2022	8/1/2023
Theil	Kasey	Manatee School for the Arts CS	Tchr, Language Arts, HS	ESOL End. Class 1	8/19/2022	8/1/2024
Van Horn	Brenda	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/19/2022	8/1/2024
Boyle	Lauren	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/19/2022	8/1/2024
Lenard	Rachel	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/18/2022	8/1/2021
Bellew	Vanessa	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/11/2022	8/1/2024
Cobb	Lucieann	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/8/2022	8/1/2024
Dolan	Savanah	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/8/2022	8/1/2024
Knickerbocker	Emily	Parrish Charter Academy K-8	Tchr, Kindergarten	ESOL End. Class 1	8/5/2022	8/1/2024
Deligiannis	Maria	Manatee Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022	8/1/2024

Vogel	Gregory	Visible Men Academy CS	Tchr, Third Grade	ESOL End. Class 1	2/23/2022	8/1/2024
Howard	Kelly	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/22/2022	8/1/2024
Li	Stephanie	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/27/2022	1/24/2024
Guzman Colon	Wenik	Lee Middle School	Tchr, World Language, MS	ESOL End. Class 1	1/25/2022	8/1/2022
Steiner-Woods	Michelle	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/21/2022	8/1/2024
Smith	Gracyn	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/21/2022	8/1/2024
Walters	Molli	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	1/19/2022	1/9/2024
Brown	Robin	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/13/2022	1/23/2024
Bernal	Laura	Manatee Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	1/13/2022	8/1/2023
Tinl	Maleah	Palm View K-8 School	Tchr, Language Arts, MS	ESOL End. Class 1	1/13/2022	1/10/2024
George	Jenna	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	1/10/2022	8/1/2023
Townsend	Emily	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 4	1/9/2022	2/20/2020
Sartori Amsberry	Phoebe	Sea Breeze Elementary School	Tchr, Music, ES	ESOL End. Class 4	12/15/2021	8/1/2021
Clark	Megan	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	12/15/2021	8/5/2019
Thornton	Joshua	Bashaw Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 4	12/8/2021	10/27/2020
Adams	Mariah	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	12/6/2021	8/1/2023
Kilguss	Sarah	Freedom Elementary School	Tchr, Second Grade	ESOL End. Class 1	12/2/2021	8/1/2023
Atwaroo	Corissa	Imagine Charter at No. Manatee	Tchr, Fifth Grade	ESOL End. Class 1	12/2/2021	8/1/2023
Aguero	Suzanne	Manatee Sch Arts&SciencesCS	Tchr, Second Grade	ESOL End. Class 1	12/2/2021	8/1/2023
Chamberlain	Abby	Manatee School for the Arts CS	Tchr, World Language, MS	ESOL End. Class 1	12/2/2021	8/1/2023
Williams	Jaime	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	11/17/2021	8/1/2023
Peace	Elizabeth	Sea Breeze Elementary School	Tchr, VE	ESOL End. Class 1	11/9/2021	8/1/2023
Kammou	Hadda	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	11/3/2021	8/1/2023
Moreno-Hernandez	Diana	Oneco Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	10/27/2021	8/1/2023
Vanderford	Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	10/21/2021	8/1/2023
Flesche	Kathryn	McNeal Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/21/2021	8/1/2023
Buechner	Danielle	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/20/2021	8/1/2023
Light	Michelle	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	10/19/2021	8/1/2023
Olsen	Kaitlynn	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/18/2021	8/1/2023
Chanelo Rodriguez	Edith	Blackburn Elementary School	Tchr, Kindergarten	ESOL End. Class 1	10/15/2021	8/1/2023
Arsalai	Sadaf	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/15/2021	8/1/2023
Brand	Patricia	Lakewood Ranch Prep Acad K-12	Tchr, Second Grade	ESOL End. Class 1	10/13/2021	8/1/2023
Collado	Evelyn	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/7/2021	10/4/2023
Nonova	Albena	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/7/2021	10/4/2023
Green	Phillip	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/7/2021	10/3/2023
Walter	Tess	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/6/2021	10/4/2023
Weems	Kristen	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/28/2021	8/1/2022
Griffon	Joy	Oneco Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/27/2021	8/1/2022
Akers	Jennifer	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/21/2021	8/1/2023
Valdes Pareras	Jormailin	Manatee School for the Arts CS	Tchr, Language Arts, MS	ESOL End. Class 1	9/16/2021	8/1/2023
Mann	Donna	Parrish Charter Academy K-8	Tchr, Second Grade	ESOL End. Class 1	9/15/2021	8/1/2022
Darnell	Amanda	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Messer	Kathleen	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Williams	Jarrett	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Sofos	Melissa	Lakewood Ranch Prep Acad K-12	Tchr, First Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Scirrotto	Ronda	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Van Dyke	Carolyn	Oneco Elementary School	Tchr, Resource	ESOL End. Class 1	9/12/2021	8/1/2023
Jordan	Andrea	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/12/2021	8/1/2023
Warren	David	Sea Breeze Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Botros	Carrie	Willis Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Tollers	Stephanie	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Martinetti	Megan	Johnson K-8 Sch of Int Studies	Tchr, Second Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Radaszewski	Anthony	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Byrne	Adrianna	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/10/2021	8/1/2023
Hyde	Katherine	Parrish Community High School	Tchr, Physical Educ, HS	ESOL End. Class 3	9/10/2021	8/1/2023
Anioce	Swenson	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/9/2021	8/1/2023
Kerchner	Lisa	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	9/9/2021	8/1/2023
Meyer	Mary	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/7/2021	8/1/2023
Callahan	Heather	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/3/2021	8/1/2023
Drumm	Kayla	Parrish Charter Academy K-8	Tchr, First Grade	ESOL End. Class 1	9/3/2021	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
Gould	Lindsay	Manatee School for the Arts CS	Tchr, Mathematics, MS	ESOL End. Class 1	9/1/2021	8/1/2023
Romain	Kenicka	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/1/2021	8/1/2023
Feliciano	Sarah	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/29/2021	8/1/2023
Bono	Noelle	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/27/2021	8/1/2023
Cullen	Alexis	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/24/2021	8/1/2023
Roberson	Stephanie	Parrish Charter Academy K-8	Tchr, Second Grade	ESOL End. Class 1	8/24/2021	8/1/2023
Farrell	Sarah	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/24/2021	8/1/2023

Riffle	Jennifer	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/23/2021	8/1/2023
Madigan	Patrick	Johnson K-8 Sch of Int Studies	Tchr, Language Arts, MS	ESOL End. Class 1	8/23/2021	8/1/2023
Montijo	Jennifer	Manatee Elementary School	Tchr, VE	ESOL End. Class 1	8/23/2021	8/1/2023
Mazelin	Caitlin	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/23/2021	8/1/2023
Milazzo	Lauren	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/21/2021	8/1/2023
Mahn	Rene	Lakewood Ranch Prep Acad K-12	Tchr, Fifth Grade	ESOL End. Class 1	8/21/2021	8/1/2023
Kolomiychenko	Vyacheslav	Moody Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/21/2021	8/1/2023
Simpson	Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/20/2021	8/1/2023
Sawyer	Teri	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/20/2021	8/1/2023
Hogue	Rebekah	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/20/2021	8/1/2023
Hogue	Kenneth	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/20/2021	8/1/2023
Baialardo	Sonny	Stewart Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/20/2021	8/1/2023
Fidura	Monica	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/19/2021	8/1/2023
Nobile	Selina	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/18/2021	8/1/2023
Mynatt	Jessica	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	8/18/2021	8/1/2023
Tobias	Kayla	Abel Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/17/2021	8/1/2023
Tympanick	Katherine	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Cole	Emily	McNeal Elementary School	Tchr, First Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Crowley	Alicia	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Alvarez	Lindsay	Rowlett Acad Arts&Comm CS	Tchr, Fifth Grade	ESOL End. Class 1	8/13/2021	8/1/2023
Beck	Karen	Bayshore Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/12/2021	8/1/2023
Alvarez	Daniel	Johnson K-8 Sch of Int Studies	Tchr, Fifth Grade	ESOL End. Class 1	8/2/2021	8/1/2023
Assha	Paola	Buffalo Creek Middle School	Tchr, Science, MS	ESOL End. Class 1	3/11/2021	8/1/2012
Douglas	Kelli	Palmetto High School	Tchr, Mathematics, HS	ESOL End. Class 1	3/10/2021	8/1/2012
Delgado Vazquez	Mirla	Daughtrey Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	3/9/2021	8/1/2015
Anderson	Hunter	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	3/9/2021	8/1/2012
Barber	Coleman	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	3/9/2021	8/1/2023
Nelson	Stacie	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	3/8/2021	8/1/2017
Gimmi	Alexander	Lakewood Ranch High School	Tchr, Reading, HS	ESOL End. Class 1	3/6/2021	8/1/2022
Murphy	Matthew	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	3/5/2021	8/1/2022
Lund	Ashley	Manatee Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	3/3/2021	8/1/2021
Williams	Bradley	Parrish Community High School	Tchr, Science, HS	ESOL End. Class 1	3/2/2021	8/1/2021
Jaimes	Maria	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	3/1/2021	8/1/2021
Eidson	Kaehla	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/24/2021	8/1/2021
Smith	Christina	Bayshore Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	1/21/2021	8/1/2022
Walker	Michael	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	1/19/2021	8/1/2021
Holt	Kaylinka	Lakewood Ranch Prep Acad K-12	Tchr, Fifth Grade	ESOL End. Class 1	12/17/2020	8/1/2022
Daspit	Katie	Samoset Elementary School	Tchr, Other Classroom	ESOL End. Class 1	12/17/2020	8/1/2022
Childress	Ashley	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	11/17/2020	8/1/2022
Ramon	Samantha	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	11/2/2020	8/1/2022
Sasso	Kristina	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	10/29/2020	8/1/2022
Anderson	Jessica	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	10/27/2020	8/1/2022
Nader	Anna	Parrish Charter Academy K-8	Tchr, Kindergarten	ESOL End. Class 1	10/26/2020	8/1/2022
Bryant	Andre	Braden River Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	10/23/2020	8/1/2022
Kleer	Jenny	Parrish Charter Academy K-8	Tchr, Third 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, Second Grade	ESOL End. Class 1	10/9/2020	8/1/2022
Fairley	Johni	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/29/2020	8/1/2022
Angstadt	Sandy	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/25/2020	8/1/2022
Tackett	Laura	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/25/2020	8/1/2022
Coetzee	Nicolette	Lakewood Ranch High School	Tchr, Social Studies, HS	ESOL End. Class 1	9/18/2020	8/1/2022
Gallien	Sabrina	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/14/2020	8/1/2022
Walter	Maddison	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/13/2020	8/1/2022
Thomas	Tanya	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/30/2020	8/1/2021
Perry	Sarah	Bayshore High School	Tchr, VE	ESOL End. Class 3	8/20/2020	8/1/2023
Vicens	Sarah	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/19/2020	8/1/2022
Abend	Tristan	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/17/2020	8/1/2022
Gomes	Lisa	Kinnan Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/17/2020	8/1/2022
Campbell	Patricia	McNeal Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/13/2020	8/1/2022
Highers	Jamie	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/7/2020	8/1/2022
Noah	Eric	Team Success Charter School	Tchr, MS Classroom	ESOL End. Class 1	8/7/2020	8/1/2022
Jimenez	Katty	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/7/2020	8/1/2022
Collins	Jessica	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/6/2020	8/1/2022
Morales-Correa	Meagan	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/3/2020	8/1/2022
Vines	Janet	Palm View K-8 School	Tchr, Fifth Grade	ESOL End. Class 1	8/3/2020	8/1/2022
Collins	Asia	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/3/2020	8/1/2022
Richardson	Madison	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	7/31/2020	8/1/2022
Thompson	Monique	Freedom Elementary School	Tchr, First Grade	ESOL End. Class 1	7/31/2020	8/1/2022

Appel	Kaitlynn	Lakewood Ranch Prep Acad K-12	Tchr, Third Grade	ESOL End. Class 1	7/30/2020	8/1/2022
Austin	Taylor	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/28/2020	8/1/2022
Lavigne	Jamie	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/22/2020	8/1/2022
Lubbers	Jess	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/22/2020	8/1/2022
Page	Anita	Manatee Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/22/2020	8/1/2022
Hockey	Katie	Parrish Charter Academy K-8	Tchr, Kindergarten	ESOL End. Class 1	7/21/2020	8/1/2022
Labeau	Rebeka	Parrish Charter Academy K-8	Tchr, Fourth Grade	ESOL End. Class 1	7/21/2020	8/1/2022
Iorio	Alyson	Parrish Charter Academy K-8	Tchr, Kindergarten	ESOL End. Class 1	7/21/2020	8/1/2022
Walker	Kaylee	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	7/21/2020	8/1/2022
Lockhart	Megan	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/19/2020	8/1/2022
Kelly	Debra	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/19/2020	8/1/2022
Scott	Juleen	Parrish Charter Academy K-8	Tchr, First Grade	ESOL End. Class 1	7/1/2020	8/1/2020
De Jesus	Ninotchka	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	6/29/2020	8/1/2019
Steiner	Kati	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/4/2020	8/1/2021
Kohne	Eric	Rowlett Acad Arts&Comm CS	Tchr, Fifth Grade	ESOL End. Class 1	6/1/2020	8/1/2019
Perez Valdez	Ruth	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1	5/17/2020	8/1/2019
Lima	Fernanda	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/10/2020	8/1/2017
Brooks	Josiah	Witt Elementary School	Tchr, Music, ES	ESOL End. Class 3	2/6/2020	8/1/2021
Velez	Marliz	Imagine Sch Lakewood Ranch CS	Tchr, Kindergarten	ESOL End. Class 1	2/4/2020	8/1/2017
Thompson	Heidi	Just For Girls Elem School	Tchr, Exceptional Student Educ	ESOL End. Class 1	2/4/2020	8/1/2020
Zagroba-Kamal	Katrina	Lakewood Ranch Prep Acad K-12	Tchr, Kindergarten	ESOL End. Class 1	2/4/2020	8/1/2021
Adams	Jessica	Lakewood Ranch Prep Acad K-12	Tchr, Fourth Grade	ESOL End. Class 1	2/4/2020	8/1/2019
BAUER	KATHLEEN	Manatee Charter School	Tchr, Fourth Grade	ESOL End. Class 1	2/4/2020	8/1/2018
ALLEN	ALICIA	Manatee Charter School	Tchr, First Grade	ESOL End. Class 1	2/4/2020	8/1/2021
HUBBARD	ANTHONY	Manatee Charter School	Tchr, Second Grade	ESOL End. Class 1	2/4/2020	8/1/2016
Konieczny	Jeffrey	Manatee Sch Arts&SciencesCS	Tchr, First Grade	ESOL End. Class 1	2/4/2020	8/1/2020
DePatie	Alison	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	1/28/2020	8/1/2021
Heasley	Cherie	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	1/22/2020	8/1/2021
Haushalter	Dawn	Lakewood Ranch High School	Tchr, ESOL Resource	ESOL End. Class 1	1/21/2020	8/1/2021
Addair	Caressa	Palm View K-8 School	Tchr, VE	ESOL End. Class 1	1/15/2020	8/1/2021
Azcui Cucci	Jillian	Jain Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	1/13/2020	8/1/2021
Moore	Peggy	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	1/8/2020	8/1/2020
Riccio	Christine	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	11/12/2019	8/1/2021
Autrey	Stacy	Freedom Elementary School	Tchr, Kindergarten	ESOL End. Class 1	10/31/2019	8/1/2021
Bickford	Heidemarie	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	10/30/2019	8/1/2021
Winsor	Sara	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/11/2019	8/1/2021
Gould	Allicia	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/19/2019	8/1/2021
Molina	Jasmar	Manatee Sch Arts&SciencesCS	Tchr, First Grade	ESOL End. Class 1	9/12/2019	8/1/2021
Post	Kristy	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	9/9/2019	8/1/2020
Baxter	Maurice	Manatee Elementary School	Tchr, VE/SC	ESOL End. Class 1	9/6/2019	8/1/2012
Powers	Jessica	Rowlett Middle Academy 6-8	Tchr, Language Arts, MS	ESOL End. Class 1	9/6/2019	8/1/2010
Pawlik	Lauren	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/29/2019	8/1/2021
Gibson	Dana	McNeal Elementary School	Tchr, Gifted	ESOL End. Class 1	8/29/2019	8/1/2018
Schabel	Kaytlynn	Prine Elementary School	Tchr, First Grade	ESOL End. Class 1	8/29/2019	8/1/2021
Mitchell	Raven	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/23/2019	8/1/2021
Rodgers	Laura	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/15/2019	8/1/2021
Thomas	Katrina	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/15/2019	8/1/2021
Fallgren	Regina	Tara Elementary School	Tchr, Gifted	ESOL End. Class 1	8/13/2019	8/1/2020
Dominguez	Olivia	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/12/2019	8/1/2021
Bagley	Katie	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/12/2019	8/1/2021
McCray	Juliette	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/7/2019	8/1/2021
Coppola	Alison	Lakewood Ranch Prep Acad K-12	Tchr, Second Grade	ESOL End. Class 1	8/7/2019	8/1/2021
Brinson	Shakeria	Lakewood Ranch Prep Acad K-12	Tchr, Fifth Grade	ESOL End. Class 1	8/6/2019	8/1/2021
Cardozo	Chelsea	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/5/2019	8/1/2021
Hardin	Kerri	Ballard Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/5/2019	8/1/2021
Schroeder	Claire	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/5/2019	8/1/2021
Cartwright	Elizabeth	Southeast High School	Tchr, Reading, HS	ESOL End. Class 1	8/5/2019	8/1/2021
Reardon	Heather	Visible Men Academy CS	Tchr, Second Grade	ESOL End. Class 1	8/5/2019	8/1/2021
Williams	Tali	Lakewood Ranch Prep Acad K-12	Teacher on Special Assignment	ESOL End. Class 1	8/2/2019	8/1/2021
DELGADO	AMELIA	Manatee Charter School	Tchr, ESOL Resource	ESOL End. Class 1	8/2/2019	8/1/2021
Vogt	Samantha	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/25/2019	8/1/2021
Boswell	Courtney	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/24/2019	8/1/2017
Baker	Matthew	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	7/22/2019	8/1/2021
Alvarado	Olga	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	7/22/2019	8/1/2021
Best	Rebecca	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/22/2019	8/1/2021
Werneke	Teresa	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/18/2019	8/1/2021
Lentzke	Rose	Bayshore High School	Tchr, Reading, HS	ESOL End. Class 1	7/18/2019	8/1/2021
Connolly-Lane	Karen	Manatee School for the Arts CS	Tchr, World Language, HS	ESOL End. Class 1	7/18/2019	8/1/2021

Barringer	Jeanne	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/18/2019	8/1/2021
Murphy	Bonnie	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/17/2019	8/1/2022
Haacke	Karen	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	7/17/2019	8/1/2021
Navarra	Samara	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/16/2019	8/1/2021
Slattery	Jennifer	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/16/2019	8/1/2021
Wilson	Paige	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/15/2019	8/1/2021
Snodgrass	Cailei	Rowlett Acad Arts&Comm CS	Tchr, First Grade	ESOL End. Class 1	7/15/2019	8/1/2021
Stollar	Megan	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Schultes	Ashley	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Ferreira	Rebecca	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	7/12/2019	8/1/2020
Ortega	Tabitha	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Davidson	Spirit	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/11/2019	8/1/2021
Braniger	Brittany	Rowlett Middle Academy 6-8	Tchr, Art, MS	ESOL End. Class 1	7/11/2019	4/15/2008
Lehman	Tracie	Braden River Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	7/10/2019	8/1/2021
Rosenbaum	Kristina	StateCollegeFLCollegiateSch CS	Tchr, Language Arts, HS	ESOL End. Class 1	7/10/2019	8/1/2019
Ralston	Tammy	Braden River High School	Tchr, VE	ESOL End. Class 1	7/2/2019	1/20/2006
Bockus	Joseph	Lakewood Ranch Prep Acad K-12	Tchr, Language Arts, HS	ESOL End. Class 1	7/2/2019	8/1/2013
Chmielewski	Brenda	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	7/2/2019	8/1/2018
Babakarkhil	Sakhi	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/2/2019	8/1/2021
Kingsley	Dana	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	ESOL End. Class 1	7/1/2019	8/1/2021
Walker	Dawn	District Expenditures	Tchr, Language Arts, HS	ESOL End. Class 1	6/28/2019	7/1/2004
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
Pavlowski	Denise	Imagine Charter at No. Manatee	Tchr, Kindergarten	ESOL End. Class 1	6/26/2019	8/1/2016
Lyons	Kathleen	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	6/26/2019	7/1/2012
Gomez Ojeda	Arelys	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/25/2019	8/1/2021
Harshaw	Samantha	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	6/24/2019	8/1/2021
Ajani-Smith	Leonilla	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	6/21/2019	8/1/2015
Chabak	Donna	Bashaw Elementary School	Tchr, Intellctual Disabilities	ESOL End. Class 1	6/21/2019	8/1/2018
Ramos Chesnik	Claudia	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/21/2019	8/1/2019
Gleason	Katie	Palm View K-8 School	Tchr, First Grade	ESOL End. Class 1	6/21/2019	12/14/2015
Bixler	Kathleen	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	6/21/2019	8/1/2019
Pendley	Abigail	Rowlett Acad Arts&Comm CS	Tchr, Remedial/Comp Ed, ES	ESOL End. Class 1	6/21/2019	8/1/2018
Josey	Kasidy	Rowlett Middle Academy 6-8	Tchr, Language Arts, MS	ESOL End. Class 1	6/21/2019	8/1/2018
Candelora Baker	Nicole	Samoset Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/21/2019	7/1/2020
McKellick	Amber	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/21/2019	8/1/2019
Rulhe	Heather	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/19/2019	8/1/2018
Kaehr	Taylor	Lakewood Ranch Prep Acad K-12	Tchr, First Grade	ESOL End. Class 1	6/19/2019	8/1/2019
Coston	William	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	ESOL End. Class 1	6/19/2019	8/1/2019
Morris	Amy	Miller Elementary School	Tchr, VE	ESOL End. Class 1	6/19/2019	10/25/2007
Neri	Anna	Miller Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	6/19/2019	8/1/2017
Holmes	Harold	Oneco Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	6/19/2019	8/1/2016
Ewers	Gretchen	Palm Shores Behavioral HC	Tchr, Language Arts, HS	ESOL End. Class 1	6/19/2019	8/1/2021
Wagstaff	Michele	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/19/2019	8/1/2019
Mason	Debra	Tillman Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/19/2019	8/1/2014
Frederick	Donna	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	6/18/2019	8/1/2021
Holbrook	Colleen	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/17/2019	7/1/2013
Boyd	Malinda	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/17/2019	8/1/2019
McCarron	Aurora	Sea Breeze Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/14/2019	8/1/2020
Russin	Laura	Braden River High School	Tchr, ESOL Resource	ESOL End. Class 1	6/13/2019	8/21/1997
Givens	Phyllis	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	6/13/2019	8/1/2019
Bolyard	Kimberly	Palmetto Charter School	Tchr, Kindergarten	ESOL End. Class 1	6/13/2019	8/1/2019
Garcia	Frances	Blackburn Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/12/2019	8/1/2019
Scott-Atbashian	Larissa	Blackburn Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/12/2019	8/1/2017
Clark	Julie	Blackburn Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/12/2019	8/1/2018
Rambo	Christopher	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2014
Wardell	Amy	Gullett Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	6/12/2019	12/3/2002
Rueping	Melissa	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2016
Devriendt	Erin	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2016
Overby	Molly	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/12/2019	6/18/1998
Rumbaugh	Meghan	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2019
Shea	Julie	Gullett Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/12/2019	8/1/2019

Urban	Tiffany	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Baker	Sarah	Freedom Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2015
Noll	Adrienne	Freedom Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/11/2019	8/1/2018
Peterson	Lisa	Freedom Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/11/2019	8/1/2020
Kudelko	David	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/11/2019	8/1/2016
Hubley	Jennifer	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Frisbie	Jason	Willis Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	6/11/2019	8/1/2018
Collett	Dana	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Lynch	Sarah	Stewart Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/10/2019	4/26/2006
Wright	Kelly	Tara Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/10/2019	8/1/2017
Anderson	Megan	Tara Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/10/2019	8/1/2019
Boone	Jennie	Witt Elementary School	Tchr, First Grade	ESOL End. Class 1	6/10/2019	8/1/2021
Phillips	Kristen	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/7/2019	7/1/2010
Waldrop	Stephanie	Mills Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/7/2019	7/1/2015
Sirota	Leigh	Mills Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/7/2019	8/1/2018
Smith	Jennifer	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/7/2019	7/1/2018
Cline	Ka	Myakka Elementary School	Tchr, Music, ES	ESOL End. Class 1	6/7/2019	8/1/2017
Severo	Pamela	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	6/7/2019	8/1/2020
Nickerson	Susan	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/7/2019	2/11/2012
Miller	Melanie	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/7/2019	8/1/2019
Keenan	Cara	McNeal Elementary School	Tchr, VE	ESOL End. Class 1	6/5/2019	7/1/2013
Peters	Tina	McNeal Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/5/2019	8/1/2019
Ingham	Gwyneth	McNeal Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/5/2019	7/1/2014
Gulbrandsen	Angela	McNeal Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/5/2019	8/1/2019
Jandula	Sommer	Kinnan Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/4/2019	8/1/2018
Merrill	Kendra	Kinnan Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/4/2019	8/1/2019
Comegno	Iris	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/3/2019	8/1/2018
Cochran	Elizabeth	Braden River Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/3/2019	8/1/2019
Balatoni	Albana	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	6/3/2019	8/1/2018
Ventling	Olivia	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	6/3/2019	8/1/2019
Mosley	Susan	Imagine Charter at No. Manatee	Tchr, Fifth Grade	ESOL End. Class 1	6/3/2019	8/1/2019
Baylis	Nicole	Parrish Charter Academy K-8	Tchr, Fourth Grade	ESOL End. Class 1	6/3/2019	8/1/2017
Walker	Angela	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	5/24/2019	8/1/2021
Moeller	Renee	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	5/22/2019	8/1/2019
Luck	Michelle	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	5/22/2019	8/1/2019
Graczyk	Alycia	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	5/22/2019	8/1/2019
Hayes	Ellie	Sea Breeze Elementary School	Tchr, Resource	ESOL End. Class 1	5/22/2019	4/20/2009
Mcclone	Jillian	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	5/17/2019	5/8/2016
Anderson	Heather	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/17/2019	6/12/2014
Bridgewater	Ruth	Manatee Charter School	Tchr, Kindergarten	ESOL End. Class 1	5/17/2019	4/7/2014
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
Galvin	Kelly	Lakewood Ranch Prep Acad K-12	Tchr, Language Arts, MS	ESOL End. Class 1	5/15/2019	7/23/2012
Hinton	Renee	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/14/2019	6/24/2005
Baker	Pamela	King Middle School	Tchr, Gifted	ESOL End. Class 1	5/14/2019	3/13/2016
Palmiere	Kelly	Braden River Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/13/2019	5/2/2003
Bowers	Ann	Braden River Middle School	Tchr, VE	ESOL End. Class 1	5/13/2019	8/1/2012
Fluellen-Reitwiesner	Regina	Jain Middle School	Tchr, VE	ESOL End. Class 1	5/13/2019	12/5/2016
Perkins	Sonja	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	ESOL End. Class 1	5/13/2019	5/23/1998
Grant	Jennifer	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/13/2019	12/14/2015
Hustedt	Linda	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/13/2019	8/1/2019
Dacosta	Maria	Sea Breeze Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	5/13/2019	12/6/2000
Mckenzie	Stephanie	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	5/9/2019	8/1/2019
Tillett	Julie	Palmetto High School	Tchr, Agriculture/Nat Resrcs	ESOL End. Class 1	5/9/2019	6/1/2001
Norman-Webb	Michelle	Southeast High School	Tchr, Music, HS	ESOL End. Class 1	5/9/2019	1/19/2011
Melo Espinosa	Saharai	Southeast High School	Tchr, World Language, HS	ESOL End. Class 1	5/9/2019	8/1/2019
Odell	Keltie	Manatee High School	Tchr, Business Technology	ESOL End. Class 1	5/8/2019	8/1/2007
Babroski	Angela	Manatee High School	Tchr, Dance, HS	ESOL End. Class 1	5/8/2019	8/1/2009
Gilbert	William	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/8/2019	8/1/2018
Lamar	Amber	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Boggs	Olivia	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Barquero Diaz	Lillian	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	5/7/2019	2/20/2013
Hart	Vera	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2016
Aadson	Tatyana	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	5/7/2019	8/1/2007
Colvin	Katrina	Manatee School for the Arts CS	Tchr, Language Arts, MS	ESOL End. Class 1	5/7/2019	8/1/2020
Paternostro	Nicole	Parrish Community High School	Tchr, Other Classroom	ESOL End. Class 1	5/7/2019	8/1/2019

Small	Tyler	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Evans	Matthew	Manatee School for the Arts CS	Tchr, Language Arts, HS	ESOL End. Class 1	4/29/2019	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
Jones	Josie	Palmetto Charter School	Tchr, Fourth Grade	ESOL End. Class 1	3/20/2019	8/1/2018
Saavedra	Amy	Moody Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	3/13/2019	8/1/2021
Cromartie-Pindell	Doris	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/28/2019	8/1/2019
Gardini	Elizabeth	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/4/2019	8/1/2020
Stevens	Samantha	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/30/2019	8/1/2017
Jones	Kimberly	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/30/2019	8/1/2019
Alberry	Erika	Rogers Garden-Bullock ES	Tchr, VE/SC	ESOL End. Class 1	1/23/2019	8/1/2020
Jackson	Brandi	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	12/19/2018	8/1/2021
Harvin-Peterson	Susan	Lincoln Memorial Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	12/14/2018	8/1/2018
Springer	Stephanie	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	12/12/2018	8/1/2020
Jones	Jessica	Manatee Sch Arts&SciencesCS	Tchr, Mathematics, ES	ESOL End. Class 1	11/30/2018	8/1/2019
Torregrosa	Chelsea	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	11/7/2018	8/1/2020
Cruz De Diego	Maria	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/31/2018	8/1/2020
Chalmers	Wendi	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/22/2018	8/1/2019
Hall	Holly	Imagine Sch Lakewood Ranch CS	Tchr, Third Grade	ESOL End. Class 1	10/11/2018	8/1/2020
Pope	Misty	Nolan Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/11/2018	8/1/2015
Santiago	Loida	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	10/10/2018	8/1/2020
Ruiz	Justin	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	10/4/2018	8/1/2020
Schmitz	Lucas	Palma Sola Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/24/2018	8/1/2020
Tschiember	Darlene	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/24/2018	8/1/2020
Wikstrom	Kristin	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/20/2018	8/1/2020
Pena	Olga	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2018	8/1/2017
Galloza	Jezlyn	Team Success Charter School	Tchr, Fourth Grade	ESOL End. Class 1	9/13/2018	8/1/2020
FLORY	FAITH	Team Success Charter School	Tchr, First Grade	ESOL End. Class 1	9/13/2018	8/1/2018
Klopfleisch	Sara	Just For Girls Elem School	Tchr, Combination, ES Grds	ESOL End. Class 1	9/11/2018	8/1/2020
VIOTA	SABRINA	Team Success Charter School	Tchr, MS Classroom	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
Smith	Holly	ESE	Tchr, Spcl Assgnmt, ESE	ESOL End. Class 1	9/5/2018	8/1/2020
VanSkiver	Wendy	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Brondyke	Sarah	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Minshall	Pamela	Imagine Charter at No. Manatee	Tchr, SpecificLearningDisabled	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
Stanford	Allyson	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/5/2018	8/1/2020
Williams	Julie	Rowlett Acad Arts&Comm CS	Tchr, Second Grade	ESOL End. Class 1	9/5/2018	8/1/2021
Watts	Ali	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Zinzi	Nathan	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/5/2018	8/1/2020
Reed	Melissa	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/4/2018	8/1/2020
Smith	Olivia	Palma Sola Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	9/4/2018	8/1/2020
Ludlum	Kathy	Parrish Charter Academy K-8	Tchr, First Grade	ESOL End. Class 1	9/4/2018	8/1/2020
Peters	David	Harvey Elementary School	Tchr, VE	ESOL End. Class 1	8/31/2018	8/1/2020
Sneed	Nicole	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/31/2018	8/1/2020
Salem Tomaselli	Sarah Elizabeth	Samoset Elementary School	Tchr, Resource	ESOL End. Class 1	8/31/2018	8/1/2020
Bernhardt	Michelle	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/30/2018	8/1/2020
Olsen	Kristin	Just For Girls Middle School	Tchr, Dropout Prevention, MS	ESOL End. Class 1	8/29/2018	8/1/2020
Sandberg	Sarah	Manatee High School	Tchr, VE	ESOL End. Class 1	8/29/2018	8/1/2020
Bean	Sophie	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/27/2018	8/1/2020
Llamas	Jacqueline	Braden River Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/24/2018	8/1/2020
McGoldrick	Alyssa	Samoset Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/24/2018	8/1/2020
Brooks	Lisa	Willis Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/24/2018	8/1/2020
Fontaine	Francine	King Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/23/2018	8/1/2020
Katz	Heather	Lakewood Ranch Prep Acad K-12	Tchr, Gifted	ESOL End. Class 1	8/22/2018	8/1/2020
Petrucci	Laura	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/22/2018	8/1/2020
Pinckney	Lesley	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/22/2018	8/1/2020
Gump	Tracey	Abel Elementary School	Tchr, VE	ESOL End. Class 1	8/21/2018	8/1/2020
Pond	Kelli	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/21/2018	8/1/2020
Hughes	Holley	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/21/2018	8/1/2019
Erby	Lisa	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/21/2018	8/1/2019
Haun	Sarah	Blackburn Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/21/2018	8/1/2020
Hosker	Jeanne	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/21/2018	8/1/2019
Carenza	Kimberly	Haile Middle School	Tchr, VE	ESOL End. Class 1	8/21/2018	8/1/2019
BURKHART	BRITTNEY	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/21/2018	8/1/2020
Hale	Anne	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/21/2018	8/1/2020
Connolly	Karen	Williams Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/14/2018	8/1/2020

Thomas	Sheree	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2018	8/1/2018
Kostas	Theresa	Imagine Sch Lakewood Ranch CS	Tchr, Second Grade	ESOL End. Class 1	7/1/2017	8/1/2019

OOF Reading BM 4.25.2023						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
Sanborn	Kelli	Freedom Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Humphrey	Rebecca	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Chapman	Kristen	McNeal Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Bulfin	Cheryl	Witt Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bice	Cheryl	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bishop	Kathleen	Blackburn Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2020
Laport	Lisa	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Mcdaniel	Rebecca	Gullett Elementary School	Tchr, Gifted	Reading Endorsement Class 1	11/10/2020	11/1/2021
Stoddart	Donna	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Freeman	Stacy	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Watts	Ruth	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Earnest	Megan	Braden River Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Rzepa	Michele	Harvey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Holloway	Jackie	Gullett Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Hughes	Angela	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Reyes	Claudia	Oneco Elementary School	Tchr, ESOL Resource	Reading Endorsement Class 1	11/20/2020	11/1/2021
Turner	Rhonda	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Galbraith	Jessica	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Platt	Dawn	Samoset Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Germer	Jeannine	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Dubendorf	Michelle	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Harp	Sarah	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Peebles	Elizabeth	Kinnan Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Hixson	Yovary	Kinnan Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Brack	Elizabeth	Witt Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Samson	Jodi	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Trivedi	Palak	Witt Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Houston	Amanda	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/19/2020	11/1/2021
Engram	Lisa	Manatee Elementary School	Tchr, Resource	Reading Endorsement Class 1	11/13/2020	11/1/2021
Wilder	Kim	Witt Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Rosario	Paula	Palmetto Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Gregory	Sara	McNeal Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/13/2020	11/1/2021
Chapelle	Nequita	Palma Sola Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Whitfield	Kelli	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Kerwin	Sandra	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	Reading Endorsement Class 1	11/5/2020	11/1/2021
Crosby	Lauren	Prine Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Lewis	Jenna	Gullett Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Lardas	Stephan	Manatee Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Wilson	Ariane	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Sutherland	Angela	Manatee Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/17/2020	11/1/2021
Bertsch	Alison	Braden River Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Andersen	Leslie	Mills Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Furman	Jan	Daughtrey Elementary School	Tchr, VE	Reading Endorsement Class 1	11/10/2020	11/1/2021
Burke	Catherine	Witt Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bednarz	Jewell	Abel Elementary School	Tchr, VE	Reading Endorsement Class 1	11/5/2020	11/1/2019
Swartling	Melinda	McNeal Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Shaw	Linda	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Gyure	Adrienne	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Allen	Brigitte	Rogers Garden-Bullock ES	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Crowley	Susan	Samoset Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Phillips	Ashley	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Babakarkhil	Jessica	Prine Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Walker	Amber	Braden River Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Peterson	Hope	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Bertrand	Amanda	McNeal Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Miraglia	Ariana	Rogers Garden-Bullock ES	Tchr, Third Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Brendel	Bobbi	Oneco Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Cadle	Mryia	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/19/2020	11/1/2021
Vazquez	Jessica	Manatee Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Keller	Erika	Daughtrey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Goodwin	Emily	Abel Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Rumph	Sylvia	Sugg Middle School	Tchr, VE/SC	Reading Endorsement	10/7/2022	5/31/2023
Cardenas	Cynthia	Abel Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Enrique	Samantha	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
White	Charlie	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/18/2020	11/1/2021
Wilson	Eugena	Freedom Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Gray	Donna	Blackburn Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Smith	Elizabeth	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Pollard	Sharran	Oneco Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Lagasse	Elizabeth	Palmetto Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/18/2020	11/1/2021

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

AGENDA ITEM NO. 12.11

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

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

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

The personnel recommended for appointments for the 2022-2023 and 2023-2024 school years have been interviewed by members of the administrative staff and have applications with favorable references on file in the Human Resources Department.

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

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

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

Recommendation
The Superintendent recommends the approval of the appointments, change of assignments, promotions, reappointments, reassignments, resignations, retirements, suspensions, terminations, and transfers.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
HR Board Material 4.25.2023

Type		Information/Position/Location	Eff Date
Appointments/Admin			
	Virella, Anthony	Field Technician Mills Elementary **Range $39,785-$71,850**	4/3/2023
Appointments/Para			
	Internicola, Taylor Joy	Teacher Aide, ESE, One-on-One Moody Elementary	3/20/2023
	Lindquist, Katie	Teacher Aide, ESE, One-on-One Freedom Elementary	4/3/2023
	Palmer, Kathryn	Teacher Aide, ESE, One-on-One Palma Sola Elementary	3/20/2023
	Reyes, Laura	Teacher Aide, ESE Miller Elementary	3/6/2023
	Smith, Carrie	Teacher Aide, ESE, One-on-One Oneco Elementary	4/3/2023
	Van Londen, Charlotte	Teacher Aide, ESOL Lee Middle	4/3/2023
	Williams, Kaorie	Teacher Aide, ES, Title I Tillman Elementary	3/6/2023
Appointments/Supp			
	Danowski, William	School Support Technician McNeal Elementary	3/20/2023
	Del toro, Nelida	Custodian 8 Hr. Daughtrey Elementary	3/27/2023
	Dolan, Matthew	Custodian 8 Hr. Harvey Elementary	3/20/2023
	Gordillo Benitez, Patricia	Custodian 8 Hr. Daughtrey Elementary	3/27/2023
	Hines, Takila	Bus Driver Matzke Support Center	4/3/2023
	Moya, Yanisleydis	Custodian 8 Hr. Prine Elementary	3/27/2023
	Navarro, Mirianny	Custodian 8 Hr.	3/27/2023

Type		Information/Position/Location	Eff Date
		Abel Elementary	
	Rankin, Mary	Food Service Worker - 6 Hr. Miller Elementary	3/27/2023
	Rullo, Gabrielle	Jr. Accountant School Support Center	4/3/2023
	Shelton, Carl	Video Production Specialist Professional Support Center	4/3/2023
	Simms, Travis	Custodian 8 Hr. Manatee High	4/3/2023
	Vallejo, Jose	Bus Aide Matzke Support Center	3/20/2023
	Wilson, Kelley	Food Service Worker - 6 Hr. Parrish Community High	3/6/2023
	Zamora, Katia	Food Service Worker - 6 Hr. Sugg Middle	4/3/2023
Resignations/Para			
	Barton, Amy	Teacher Aide, ESE Witt Elementary	5/31/2023
	Colon, Brunilda	Teacher Aide, ESOL Parrish Community High	5/31/2023
	Garcia De Leon, Sharon	Teacher Aide, HS Southeast High	5/31/2023
	Parks, Tammy	Teacher Assistant, Child Dev. Assoc. Myakka Elementary	5/31/2023
	Perry, Tanya	Teacher Aide, ES McNeal Elementary	5/30/2023
	Phillips, Jeffrey	Classroom Sub Bayshore High	3/25/2023
	Schulz, Jorge	Classroom Sub Palm View K-8	5/12/2023
	Thomas, Deanna	Teacher Aide, ESE	5/31/2023

Type		Information/Position/Location	Eff Date
		Witt Elementary	
Resignations/Prof			
	Allion, Brittany	Fourth Grade Teacher Harvey Elementary	5/31/2023
	Altenbernd, Elizabeth	Teacher, Mathematics, HS Bayshore High	2/3/2023
	Amos, Janna	First Grade Teacher Miller Elementary	3/1/2023
	Aungst, Andrew	Teacher, Music, MS Nolan Middle	3/31/2023
	Beebe, Patricia	Teacher, Science, MS Jain Middle	5/31/2023
	Bencie, Teresa	Teacher, World Language, HS Southeast High	3/29/2023
	Bratkowski, Kristen	Teacher, Pre-K Handicapped Blackburn Elementary	4/7/2023
	Chrisman, LeAnn	Fourth Grade Teacher Miller Elementary	3/23/2023
	Crowe, Maribel	Teacher, VE Horizons Academy	3/27/2023
	Emmer, Sara	Kindergarten Teacher Bayshore Elementary	5/31/2023
	Evans, Darien	Teacher, Language Arts, HS Southeast High	5/31/2023
	Felton, Heather	Teacher, Language Arts, HS Southeast High	5/31/2023
	Fickey, Susan	Teacher, VE Stewart Elementary	5/31/2023
	Fooks, Holly	Kindergarten Teacher Willis Elementary	3/1/2023
	Giallombardo, Melissa	Third Grade Teacher	5/31/2023

Type		Information/Position/Location	Eff Date
		Freedom Elementary	
	Grigsby, Diana	Third Grade Teacher Willis Elementary	5/30/2023
	Kozlowski, Eric	Teacher, Resource Sea Breeze Elementary	3/27/2023
	Melby, Caroline	Fourth Grade Teacher Myakka Elementary	3/1/2023
	Noga, Vjola	Teacher, IND/SC King Middle	4/8/2023
	Patula, Mark	Teacher, Technology Braden River High	4/1/2023
	Sailer, Laura	Second Grade Teacher Myakka Elementary	3/1/2023
	Snowden, Rachel	First Grade Teacher Manatee Elementary	4/1/2023
Resignations/Supp			
	Bloome, Logan	Vehicle Mechanic Matzke Support Center	3/10/2023
	Cotto, Johnny	Bus Driver Matzke Support Center	3/11/2023
	Harrington, Whitney	Secretary, Instructional Curric. Professional Support Center	3/25/2023
	Sorrentino, Angela	Executive Secretary, Instr. Curric. School Support Center	4/15/2023
	Vargas, Derwin	Vehicle Mechanic Matzke Support Center	3/16/2023
Retirement/Admin			
	Mungillo, Wendy	Principal, ES Kinnan Elementary **30.59 Years**	6/2/2023
Retirement/Prof			
	Bilter, Mark	Teacher, Art, HS Manatee High **35 Years**	5/31/2023

Type		Information/Position/Location	Eff Date
	Colonna, Joan	Teacher, Language Arts, MS Jain Middle **9.90 Years**	5/31/2023
	Hamilton, Diane	Teacher, Science, HS Manatee High **29 Years**	5/31/2023
	Latona, Michael	Teacher, Mathematics, HS Palmetto High **22 Years**	6/1/2023
	Mccary, Karen	Teacher, Mathematics, HS Braden River High **30.10 Years**	6/1/2023
	Murrell llsom, Vera	Second Grade Teacher Palmetto Elementary **24.90 Years**	7/1/2023
	Rogers, Danielle	Teacher, Mathematics, MS Nolan Middle **32.10 Years**	6/1/2023
	Thornton, Monique	Kindergarten Teacher Mills Elementary **32.80 Years**	6/1/2023
Terminations/Prof			
	Jones, Mike	Teacher, Science, MS Nolan Middle	3/21/2023
Terminations/Support			
	Cedeno, Angela	Food Service Worker - 6 Hr. Southeast High	3/10/2023
	Romulus, Joseph	Custodian - 8 Hr. Lakewood Ranch High	3/29/2023
Transfers/Admin			
	Boudreau, Justin	From: Human Resource Specialist III School Support Center To: Labor Relations Manager School Support Center	4/30/2023
	Garner, Ryan	From: Oper. Inspection/Trng Mgr. Matzke Support Center	4/2/2023

Type		Information/Position/Location	Eff Date
		To: Building Maint. Services Mgr. Matzke Support Center	
	Killian, Kathryn	From: Student Support Specialist Gullett Elementary To: School Coordinator Gullett Elementary	3/19/2023
	Smith, Aimee	From: Human Resource Specialist II School Support Center To: Human Resource Specialist III School Support Center	4/30/2023
Transfers/Prof			
	Anderson, Jessica	From: First Grade Teacher Gullett Elementary To: Coordinator, AICE Blackburn Elementary	7/23/2023
	Curtis, Candace	From: Teacher, Science, MS Sugg Middle To: Fourth Grade Teacher Oneco Elementary	7/9/2023
	Ehresmann-Dryer, Gail	From: Teacher EBD/SC Stewart Elementary To: Teacher VE/SC Blackburn Elementary	7/23/2023
	O'Connor, Margaret	From: Teacher, Pre-K Integrated Bayshore Elementary To: Teacher, Pre-K Samoset Elementary	7/9/2023
	O'Donnell, Lori	From: Classroom Sub Willis Elementary To: Third Grade Teacher Willis Elementary	7/23/2023
	Poyner, Christine	From: Teacher, World Language, HS Bayshore High To: Teacher, Language Arts, HS Lakewood Ranch High	7/23/2023
	Sauerbier, Bonnie	From: Teacher, Reading, MS Sugg Middle	7/9/2023

Type		Information/Position/Location	Eff Date
		To: Fourth Grade Teacher Oneco Elementary	
	Thomas, Katrina	From: Second Grade Teacher Sea Breeze Elementary To: Second Grade Teacher Anna Maria Elementary	7/9/2023
Transfers/Support			
	Charlton, Jeff	From: Field Technician Haile Middle To: School Support Technician Oneco Elementary	4/2/2023
	McGee, Karen	From: School Bookkeeper, 10.5 Mo. Palm View K-8 To: Senior School Secretary, ES Palm View K-8	4/2/2023
	Smit, Michael	From: Outside Carpenter II Matzke Support Center To: Cabinet Shop Carpenter II Matzke Support Center	4/2/2023
	Wallace, Robert	From: Bus Driver Matzke Support Center To: Bus Aide Matzke Support Center	3/26/2023
	Willis, Rachel	From: Custodian 8 Hr. Parrish Community High To: Custodian 8 Hr. Braden River Elementary	4/2/2023

AGENDA ITEM NO. 12.12

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Waiver(s) of the Manatee Education Association (MEA) Collective Bargaining Agreement

Executive Summary
The following school(s) have requested a waiver of the Manatee Education Association's (MEA) Collective Bargaining Agreement in compliance with Article I - Purpose, Section 2 - Waivers to Contract Language. The MEA Executive Board has approved the 2022-2023 school year waivers.

Waivers Approved by the MEA Board for 2022-2023:

- Braden River High School - Unused Sub Money

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: Richard Bailey

Attachments:
Waiver Back-up Braden River High

Smith, Deborah

From: Manatee Education Association
Sent: Thursday, April 6, 2023 11:20 AM
To: Auckerman, Carl; Hilt, Jeffrey; Kirchberg, Brian
Cc: Peregoff, Donna; Smith, Deborah; mimi.janotka@floridaea.org
Subject: Re: Braden River High's Request for a Waiver

Please see the correction below.
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

From: Manatee Education Association
Sent: Thursday, April 6, 2023 10:56 AM
To: Auckerman, Carl <auckermc@manateeschools.net>; Hilt, Jeffrey <hiltj@manateeschools.net>; Kirchberg, Brian <kirchbergb@manateeschools.net>
Cc: Peregoff, Donna <PeregoffD@Manateeschools.net>; Smith, Deborah <smith7d@manateeschools.net>; mimi.janotka@floridaea.org <mimi.janotka@floridaea.org>
Subject: Braden River High's Request for a Waiver

Good Morning,
The purpose of this email is to inform you that the Braden River High's teachers' request for a waiver of Article V, Section 4, Payment for No Sub, has been approved by the MEA Executive Board.

Please note that this approval is for the '22-'23 school year only.

I have copied Donna Peregoff in HR, so she can place this item on the next School Board agenda for approval.

Please let me know if you have any follow-up 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."

Braden River High School

6545 State Rd 70 East, Bradenton, FL 34203 (941)751-8230 Fax:(941)751-8250
Principal Carl Auckerman

WE ARE BR

To: Manatee Education Association

From: Carl Auckerman, Principal

Date: February 1, 2023

Re: Contract Waiver

Please find the attached Documentation for Request to Waive Contract Language between MEA and SBMC. We have voted to waive the language in order allow the school to divide equally unused sub money from the 2021-22 school year among those teachers who were used for emergency coverage during that year. It would waive the provision stating the money must go toward the school's instructional supply account.

The Waiver was presented at a Faculty Meeting and then voted on and approved by 6 out of 6 votes.

DOCUMENTATION FOR REQUEST TO WAIVE CONTRACT LANGUAGE

OF MASTER CONTRACT BETWEEN

MANATEE EDUCATION ASSOCIATION AND

SCHOOL BOARD OF MANATEE COUNTY

School requesting waiver: Braden River H.S.

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

This waiver would allow the school to divide equally unused sub money from the 2021-22 school year among those teachers who ~~covered~~ were used for emergency coverage during that year. It would waive the provision stating the money must go toward the school's instructional supply account

2. Section of contract for which waiver is requested:

ARTICLE V, SECTION 4 ~~Clause 20~~

TEXT: If a substitute for a teaching position cannot be secured, the sum of $50 per day will be credited to the school's instructional supply account

3. Date faculty meeting presentation of plan was made: 1/24/23

Documentation to Request Waiver of Contract Language, Cont'd

School: Braden River H.S

4. Date written copy of contract language was distributed to faculty: 1/24/23

5. Date secret ballot election was held: 1/27/23

6. Vote certification:

a.	Number of full-time teachers:	135
b.	Number of ballots cast:	6
c.	Number voting to request waiver:	6
d.	Number voting not to request waiver:	0

Name	Position
[signature]	MEA Executive Board
[signature]	MEA Representative

7. My signature indicates I am certifying the procedure for requesting waivers in ARTICLE ____, SECTION 4 was followed at Braden River High School

School

Principal

MEA Building Representative

AGENDA ITEM NO. 12.13

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

Title
Approval of Barbara A. Harvey Elementary School - Fee Simple Deed Transferring Ownership of 511 Square Feet of Property to Manatee County and Affidavit of Ownership and Encumbrances, No Financial Impact

Executive Summary
The School Board owns Barbara A. Harvey Elementary School, which is adjacent to Moccasin Wallow Road. Manatee County has requested the approval of a Fee Simple Deed to transfer 511 square feet of this property. Manatee County is preparing to construct approximately 1.373 miles of roadway improvements to Moccasin Wallow Road, including widening to connect from 115th Street East to US 301 as a four-lane facility with bike lanes, median, curb and gutter, sidewalk, trail, and street lighting.

Additionally, an Affidavit of Ownership and Encumbrances is required stating the School Board is the sole owner of the property and that there are no liens against the property.

Ownership of this 511 square feet area is being transferred to Manatee County. No existing School Board improvements will be impacted. Deeding this land to Manatee County will allow Manatee County construction, operation, and maintenance of the Moccasin Wallow Road improvement.

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

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

Recommendation
The Superintendent recommends approval of Barbara A. Harvey Elementary School - fee simple deed transferring ownership of 511 square feet of property to Manatee County and Affidavit of Ownership and Encumbrances, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Fee Simple Deed
Affidavit of Ownership Encumbrances

THIS INSTRUMENT PREPARED BY:
Claudia Ruiz, Real Property Specialist
On behalf of Charles Meador, Property Acquisition Division Manager
Manatee County Property Management Department
1112 Manatee Ave West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Moccasin Wallow Rd Segment 1
PROJECT NUMBER: 6113370
PID NO: 401100259
OWNER TYPE: G22

SPACE ABOVE THIS LINE FOR RECORDING DATA

FEE SIMPLE DEED

THIS INDENTURE, made and entered into between **SCHOOL BOARD OF MANATEE COUNTY**, a public body corporate organized and existing under the laws of the State of Florida, whose mailing address is Post Office Box 9069, Bradenton, Florida 34206-9069 (hereinafter the **Grantor**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter the **Grantee**).

WITNESSETH, that Grantor, for and in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00) and other valuable consideration paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred to the Grantee, said Grantee's heirs and assigns forever, the following described land, to wit:

See legal description identified as Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor does hereby covenant with said Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its Chairperson thereunto duly authorized as of the day, month and year written below.

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

Signed, sealed and delivered in the presence of two witnesses as required by law.

GRANTOR:
SCHOOL DISTRICT OF MANATEE COUNTY, a public body corporate organized and existing under the laws of the State of Florida

_____
First Witness Signature

_____
First Witness Printed Name

By: _____
Chad Choate III, Chairperson

Date: _____

_____
Second Witness Signature

ATTEST: _____
Cynthia Saunders, Superintendent

_____
Second Witness Printed Name

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

_____
Stephen R. Dye, School Board Attorney

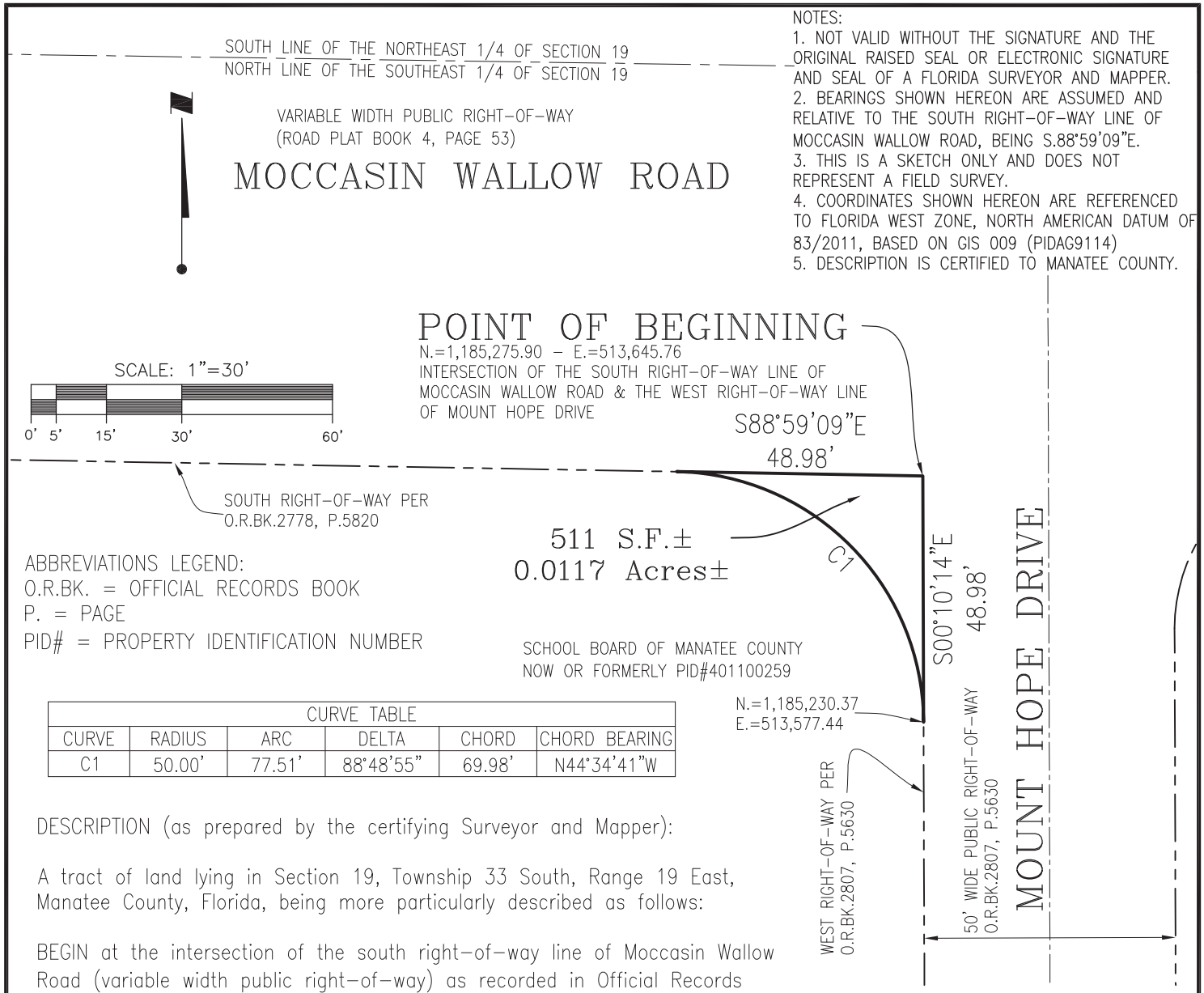
STATE OF _____
COUNTY OF _____

Before me, a Notary Public, the foregoing instrument was acknowledged by means of
☐ physical presence or
☐ online notarization
this _____ day of _____, 2023, Chad Choate III, as Chairperson of the School Board of Manatee County, a public board corporate organized and existing under the laws of the State of Florida, and Cynthia Saunders, Superintendent of Schools of Manatee County, who
☐ are both personally known to me or
☐ have produced _____ as identification.
[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____
Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

My Commission Expires:_____

EXHIBIT "A"



NOTES:
1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE SOUTH RIGHT-OF-WAY LINE OF MOCCASIN WALLOW ROAD, BEING S.88°59'09"E.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
4. COORDINATES SHOWN HEREON ARE REFERENCED TO FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 83/2011, BASED ON GIS 009 (PIDAG9114)
5. DESCRIPTION IS CERTIFIED TO MANATEE COUNTY.

ABBREVIATIONS LEGEND:
O.R.BK. = OFFICIAL RECORDS BOOK
P. = PAGE
PID# = PROPERTY IDENTIFICATION NUMBER

CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
C1	50.00'	77.51'	88°48'55"	69.98'	N44°34'41"W

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Section 19, Township 33 South, Range 19 East, Manatee County, Florida, being more particularly described as follows:

BEGIN at the intersection of the south right-of-way line of Moccasin Wallow Road (variable width public right-of-way) as recorded in Official Records Book 2778, Page 5820 in the Public Records of Manatee County, Florida and the west right-of-way line of Mount Hope Drive (50.00 foot wide public right-of-way) as recorded in Official Records Book 2807, Page 5630; thence S.00°10'14"E., along said west right-of-way line, a distance of 48.98 feet to the point of cusp of a curve to the left, having a radius of 50.00 feet and a central angle of 88°48'55"; thence northwesterly along the arc of said curve, a distance of 77.51 feet, said curve having a chord bearing and distance of N.44°34'41"W., 69.98 feet, to a point on the abovementioned south right-of-way line of Moccasin Wallow Road; thence S.88°59'09"E., along said south right-of-way line, a distance of 48.98 feet to the POINT OF BEGINNING.

Said tract contains 511 square feet or 0.0117 acres, more or less.

ROBERT R. CUNNINGHAM LICENSE No. LS3924 STATE OF FLORIDA Professional Surveyor & Mapper

Digitally signed by Robert R Cunningham
Date: 2022.09.26 11:23:23 -04'00'

09/26/2022
Date of Signature

Robert R. Cunningham, P.S.M.
Florida Registration No. 3924

FOR: NP LAND PARTNERS LLC

This is NOT a Survey and Not valid without all sheets.

Sep 06, 2022 - 12:46:30 JBRANNON|C:\Users\jbrannon\Documents\v-drive\2156\active\215615359-mocwal-1\215615900v-spsk02.dwg

SKETCH & DESCRIPTION OF
RIGHT-OF-WAY PARCEL FOR MOCCASIN WALLOW ROAD
SECTION 19, TOWNSHIP 33 S., RANGE 19E.,
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:
330	JWB	RRC	215615900v-spsk02	215616057	1 OF 1	215615900v-spsk02	

THIS INSTRUMENT PREPARED BY:
Claudia Ruiz, Real Property Specialist
Property Acquisition Division
On behalf of: Charles Meador, Property Acquisition Division Manager
Manatee County Property Management Department
1112 Manatee Ave West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Moccasin Wallow Road Segment 1
PROJECT NUMBER: 6113370
PID NO: 401100259

SPACE ABOVE THIS LINE FOR RECORDING DATA

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

BEFORE ME, the undersigned notary public, personally appeared **Cynthia Saunders**, who being first duly sworn, deposes and says that, to her actual knowledge:

1. School Board of Manatee County, a public body corporate organized and existing under the laws of the State of Florida (hereinafter the **Grantor**), is the owner of the fee simple title to certain real property (hereinafter the **Property**) situated in Manatee County, Florida, more particularly described in **Exhibit "A"** attached to this affidavit and by this reference made a part of this affidavit, and has full authority to sell or encumber the Property.

2. I have personal knowledge of all matters set forth in this affidavit. A summary of the encumbrances listed from the title search of the entire parcel is attached as **Exhibit "B"**. I have examined the title report, and this affidavit is based on same.

3. I am the Superintendent of Grantor and I make this affidavit with the authority of and on behalf of the School Board of Manatee County.

4. Grantor has sole and exclusive possession of the Property.

5. To my actual knowledge neither Grantor's title to nor possession of the Property has ever been disputed or questioned and I am not aware of any facts by reason of which the title to or possession of the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted.

6. To my actual knowledge no person or entity other than Grantor claims the right to possess or is in possession of the Property and there are no tenancies, leases, or other occupancies that affect the Property.

7. To my actual knowledge there are no disputes concerning the location of the boundary lines of the Property.

8. To my actual knowledge grantor has not violated any of the restrictions, declarations or covenants in connection with the Property, nor know of any prior owner violating said restrictions, declarations or covenants.

9. To my actual knowledge there are no outstanding or unpaid taxes or assessments (pending or certified) due to any governmental agency for improvements to or for the benefit of the Property for which the Grantor is responsible or any unpaid or unsatisfied mortgages, claims of lien, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it. No notice has been received regarding future pending zoning by any government instrumentality.

10. To my actual knowledge there are no security agreements, financing statements, title retention contracts or personal property leases affecting any materials, fixtures, appliances, furnishings or equipment placed on or installed in or on the Property or the improvements located on it.

11. To my actual knowledge there are no matters pending against the Grantor that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title between the effective date of the title insurance commitment and the recording of the interest to be insured by the title insurance company, and the Grantor has not and will not execute any instrument that would adversely affect the title or interest to be insured in the Property, including but not limited to mortgaging or conveying the Property or any interest in it or causing any liens to be recorded against the Property or the Owner.

12. To my actual knowledge there has been no labor performed or materials furnished on or to the Property during the past **NINETY (90)** days, or, if labor has been performed or materials furnished during such **NINETY (90)** days, all persons performing or furnishing the same have been fully paid and there are no unpaid bills for labor or materials for which valid liens could be filed.

13. To my actual knowledge no notice of commencement concerning the Property has been filed in the past **NINETY (90)** days, nor are there any unsatisfied construction liens of record concerning such Property, nor have any notices to owner been received by the Grantor during the past **NINETY (90)** days.

14. The Grantor's Taxpayer Identification Number is 65-0037457.

15. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to accept right-of-way for the Moccasin Wallow Segment 1 Project.

16. This affidavit is made and given by affiant with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

CYNTHIA SAUNDERS

_____
Signature

STATE OF FLORIDA
COUNTY OF MANATEE

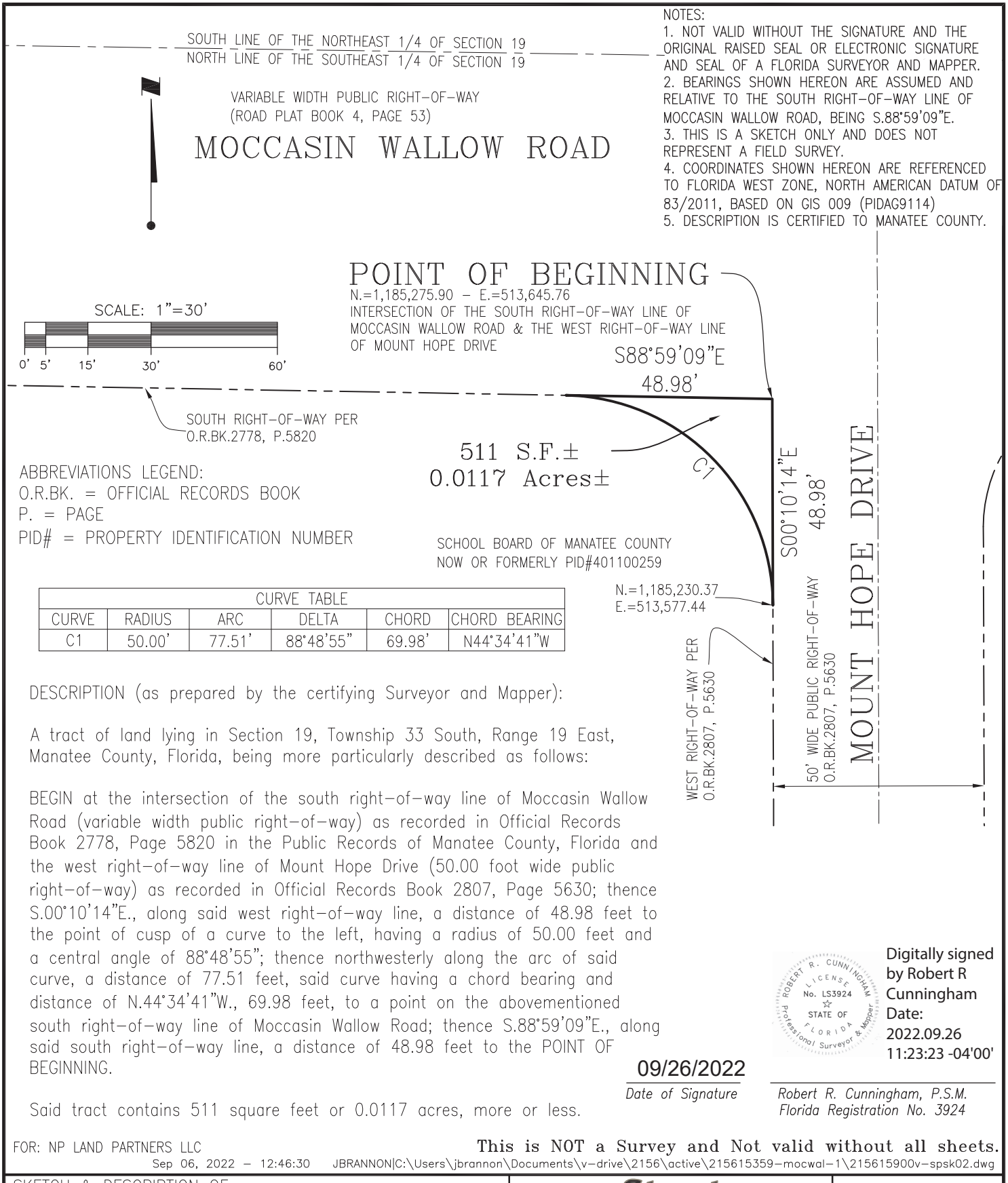
Before me, a Notary Public, the foregoing instrument was acknowledged by means of
☐ physical presence or
☐ online notarization
this _____ day of _____, 2023, by Cynthia Saunders**,** who
☐ is personally known to me or
☐ has produced _____ as identification.
[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires:_____
Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

_____
Stephen R. Dye, School Board Attorney

EXHIBIT "A"



ABBREVIATIONS LEGEND:
O.R.BK. = OFFICIAL RECORDS BOOK
P. = PAGE
PID# = PROPERTY IDENTIFICATION NUMBER

CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
C1	50.00'	77.51'	88°48'55"	69.98'	N44°34'41"W

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Section 19, Township 33 South, Range 19 East, Manatee County, Florida, being more particularly described as follows:

BEGIN at the intersection of the south right-of-way line of Moccasin Wallow Road (variable width public right-of-way) as recorded in Official Records Book 2778, Page 5820 in the Public Records of Manatee County, Florida and the west right-of-way line of Mount Hope Drive (50.00 foot wide public right-of-way) as recorded in Official Records Book 2807, Page 5630; thence S.00°10'14"E., along said west right-of-way line, a distance of 48.98 feet to the point of cusp of a curve to the left, having a radius of 50.00 feet and a central angle of 88°48'55"; thence northwesterly along the arc of said curve, a distance of 77.51 feet, said curve having a chord bearing and distance of N.44°34'41"W., 69.98 feet, to a point on the abovementioned south right-of-way line of Moccasin Wallow Road; thence S.88°59'09"E., along said south right-of-way line, a distance of 48.98 feet to the POINT OF BEGINNING.

Said tract contains 511 square feet or 0.0117 acres, more or less.

ROBERT R. CUNNINGHAM LICENSE No. LS3924 STATE OF FLORIDA Professional Surveyor & Mapper

Digitally signed by Robert R Cunningham
Date: 2022.09.26 11:23:23 -04'00'

09/26/2022
Date of Signature

Robert R. Cunningham, P.S.M.
Florida Registration No. 3924

FOR: NP LAND PARTNERS LLC

This is NOT a Survey and Not valid without all sheets.

Sep 06, 2022 - 12:46:30 JBRANNON|C:\Users\jbrannon\Documents\v-drive\2156\active\215615359-mocwal-1\215615900v-spsk02.dwg

SKETCH & DESCRIPTION OF
RIGHT-OF-WAY PARCEL FOR MOCCASIN WALLOW ROAD
SECTION 19, TOWNSHIP 33 S., RANGE 19E.,
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:
330	JWB	RRC	215615900v-spsk02	215616057	1 OF 1	215615900v-spsk02	

EXHIBIT "B"

1. Utility Easement recorded February 27, 2003 in Official Records Book 1806, Page 6890, of the Public Records of Manatee County, Florida

2. Declaration and Grant of Easement for Ingress, Egress, Access and Utilities recorded February 23, 2006 in Official Records Book 2104, Page 1652, of the Public Records of Manatee County, Florida

3. Easement recorded January 3, 2007 in Official Records Book 2177, Page 3838, of the Public Records of Manatee County, Florida

4. Easement Agreement recorded January 3, 2007 in Official Records Book 2177, Page 3847, of the Public Records of Manatee County, Florida

5. Stormwater Easement recorded January 3, 2007 in Official Records Book 2177, Page 3865, of the Public Records of Manatee County, Florida

6. Permanent Utility Easement recorded March 27, 2019 in Official Records Book 2774, Page 1410, of the Public Records of Manatee County, Florida

AGENDA ITEM NO. 12.14

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

Title
Approval of Buffalo Creek Middle School - Permanent Utility Easement 30', No Financial Impact

Executive Summary
Buffalo Creek Middle School is being renovated and expanded. The school is located at 7320 69th Street East, Palmetto. Peace River Electric Cooperative is the electric service provider in this area and they require an easement for providing additional electric service for this school site.

This 30' wide utility easement is being provided to the benefit of Peace River Electric Cooperative for Buffalo Creek Middle School. This easement will allow Peace River Electric Cooperative to access the site to install and maintain power lines at their convenience. This utility easement is to provide electric power and a transformer near new building 8. There are no improvements currently in the area of the easement and none are contemplated in the future.

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

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

Recommendation
The Superintendent recommends approval of Buffalo Creek Middle School – Permanent Utility Easement 30', no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Buffalo Creek MS Easement documents

Prepared by: MGAINOUS

Return to: PEACE RIVER ELECTRIC COOP
14505 ARBOR GREEN TRL
LAKEWOOD RANCH FL 34202
REV 7/6/2022
656720000
736815

THIS SPACE LEFT BLANK FOR RECORDING
DO NOT WRITE IN THIS SPACE

RIGHT-OF-WAY EASEMENT

The undersigned ("Grantor") for the sum of $1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby grant unto **PEACE RIVER ELECTRIC COOPERATIVE, INC.**, a corporation (hereinafter called the "COOPERATIVE") whose post office address is PO Box 1310, WAUCHULA, FLORIDA and to its successors or assigns, the perpetual right to enter upon the lands of the undersigned situated in the **COUNTY OF MANATEE,** State of Florida, and more particularly described as follows:

Over, across, and/or under my land in **Section(s)** 27, **Township** 33 South, **Range** 18 East, a strip of land 30 feet wide lying 15 feet on either side of the power line as constructed **"EXHIBIT A"** and to perpetually place, construct, operate, repair, maintain, add to, remove, relocate and replace thereon under and in, upon, over, or under all streets, roads, or highways abutting said lands an electric transmission or distribution line or system or guys, etc. and to cut, trim trees and shrubbery to the extent necessary to clear the right-of-way from the ground up and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling. The undersigned will cause all lands within the easement area to remain clear of any and all activities that might cause overhead or underground facilities to become damaged. **See Attached Addendum to Right-Of-Way Easement**

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____, _____.

This document requires two (2) witnesses AND a Notary Public signature with official seal.

GRANTOR:
Signed: _____(L.S.)
President -

PRINT NAME: _____

Address: _____

Signed: _____(L.S.)
Secretary/Treasurer -

PRINT NAME: _____

Address: _____

Signed, sealed, and delivered in the presence of:

_____, Witness

_____, **Print Name**

_____, Witness

_____, **Print Name**

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, _____, by _____ and _____ of _____ corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

RETURN TO:
Peace River Electric
14505 ARBOR GREEN TRL
LAKEWOOD RANCH FL 34202

_____
Notary Public Commission No.
Name of Notary typed, printed, or stamped below:

DESCRIPTION: PEACE RIVER ELECTRIC COOPERATIVE EASEMENT

A 30.0 FOOT WIDE PEACE RIVER ELECTRIC COOPERATIVE EASEMENT, LYING 15.0 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, TO WIT:

COMMENCE AT THE SOUTHWEST CORNER OF THE S.E. 1/4 OF SECTION 27, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE N01°07'21"E, ALONG THE WEST LINE OF SAID S.E. 1/4, A DISTANCE OF 647.38 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 69TH STREET EAST AND THE EAST RIGHT-OF-WAY OF 71ST AVENUE EAST; THENCE N90°00'00"E, ALONG THE NORTH RIGHT-OF-WAY OF SAID 69TH STREET EAST, DISTANCE OF 589.32 FEET FOR A POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE N00°00'36"E, ALONG SAID EASEMENT CENTERLINE, A DISTANCE OF 394.30 FEET TO THE TERMINUS POINT OF SAID EASEMENT CENTERLINE, BEING AND LYING IN SECTION 27, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY KENNETH C. KOLARIK, PSM #5116, USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Kenneth C Kolarik
2023.04.10
09:46:23 -04'00'

APRIL 10, 2023
DATE OF CERTIFICATE

KENNETH C. KOLARIK
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5116

REFER TO SHEET 2 OF 2 FOR SKETCH

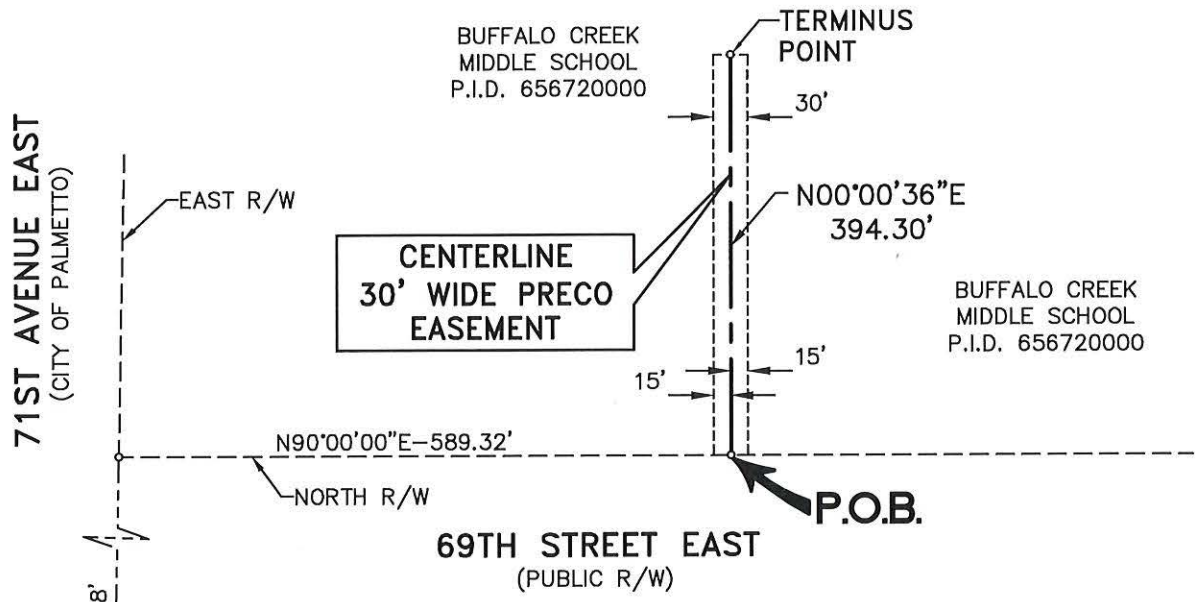
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER, LB 8103

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB NUMBER: A315126800

TRANSYSTEMS CORPORATION CONSULTANTS
Consulting Engineers, Surveyors and Planners
503 8th Avenue West • Palmetto, Florida 34221 • (941) 722-4561
TRANSYSTEMS

SECTION 27, TOWNSHIP 33 SOUTH, RANGE 18 EAST





NOT TO SCALE

BEARINGS ARE BASED ON THE NORTH LINE OF 69TH STREET EAST BEING N90°00'00"E

LEGEND	
P.O.B.	= POINT OF BEGINNING
PRECO	= PEACE RIVER ELECTRIC COOPERATIVE
P.I.D.	= PROPERTY IDENTIFICATION NUMBER
R/W	= RIGHT-OF-WAY
o	= ANGLE POINT ONLY, NO CORNER SET OR FOUND

SKETCH OF DESCRIPTION

NOT A SURVEY

REFER TO SHEET 1 OF 2 FOR DESCRIPTION

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER, LB 8103

JOB NUMBER: A315126800 DRAWN BY: Kck SCALE: NONE SHEET NUMBER 2 OF 2

TRANSYSTEMS CORPORATION CONSULTANTS

Consulting Engineers, Surveyors and Planners

503 8th Avenue West • Palmetto, Florida 34221 • (941) 722-4561

TRANSYSTEMS

ADDENDUM TO RIGHT-OF-WAY EASEMENT

THIS ADDENDUM TO EASEMENT AGREEMENT (the "**Agreement**") is made as of _____, 2023 by and between PEACE RIVER ELECTRIC COOPERATIVE, INC., a Florida not for profit corporation (**"Cooperative"**), and THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate (the "**School Board**").

The parties further agree as follows:

1. Nothing herein shall be construed to prevent the School Board from the full use and enjoyment of the Easement parcel. Cooperative shall not permit or allow any other parties the use of the easement without the prior written approval of the School Board.

2. Indemnification. Cooperative for itself and on behalf of its respective tenants, licensees, customers, agents, invitees and employees (collectively, the "Indemnitor") hereby agrees to indemnify and to hold School Board harmless from and against any and all claims, demands, losses, damages, costs, suits, liabilities, expenses and attorneys' fees (through and including all appellate levels and post-judgment proceedings) with respect to bodily injury (including death), property damage or nuisance arising out of or connected with the Cooperative's use, occupancy and enjoyment of the easement rights granted under this Agreement.

3. Default. In the event of any breach of this Agreement by either party hereto, the non-breaching party shall be entitled to all remedies at law and at equity, and no remedy conferred by this Agreement is intended to be exclusive.

4. Cooperative shall restore and repair any damage done to the easement area caused by Cooperative, its agents, employees to equal or better condition at its sole expense.

5. Term; Binding Effect. The easement granted in this Agreement shall run with title to the School Board's property in full force and effect in perpetuity unless terminated or amended by the respective parties hereto. Every agreement, covenant, promise, undertaking, condition, easement, right, privilege and restriction made, granted or assumed as the case may be by any party to this Agreement is made by such party not only personally for the benefit of the other party, but also as the Owner of a Parcel, and, accordingly, shall constitute agreements, covenants, promises, undertakings, conditions, easements, rights, privileges and restrictions running with the title to the Property and to any successor Owner of the Property, and shall inure to the benefit of the invitees, licensees, mortgagees, customers, guests and tenants of the Property.

6. Nothing herein shall be deemed to create any easement for parking over or upon the easement area. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Parcels.

7. Notices. All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee) (i) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, or (ii) one (1) business day after having been deposited with an expedited, overnight courier service (such as, by way of example, but not limitation, by U.S. Express Mail, FedEx, or similar overnight delivery service), addressed to the party

at the mailing address for such party reflected in the records of the Property Appraiser of Manatee County, Florida.

8. Attorneys' Fees. If any party shall commence an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover its costs of suit and reasonable attorneys' fees (through all appellate levels and post-judgment proceedings).

9. Time of the Essence. Time is of the essence with respect to all matters set forth herein.

10. Amendments. This Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by the party as to when enforcement of any such amendment, supplement, waiver or modification is sought.

11. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

12. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so for as possible.

13. Applicable Law. This Agreement shall be construed under the laws of the State of Florida. Venue for any action for the interpretation or enforcement of this Agreement shall lie only in Manatee County, Florida.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, the Cooperative and School Board have executed and delivered this Agreement on the dates below stated.

WITNESSES:

"COOPERATIVE"

PEACE RIVER ELECTRIC COOPERATIVE, INC.,
a Florida not for profit corporation,

_____
Print Name:_____

By:_____
Name:_____
Its:_____

_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023 by _____, as _____ of _____, a Florida not for profit corporation, on behalf of the corporation. He/she is ☐ personally known to me or has ☐ produced _____ as identification.

_____
NOTARY PUBLIC – STATE OF FLORIDA

[SIGNATURE PAGE TO ADDENDUM TO RIGHT-OF-WAY EASEMENT]

WITNESSES:

SCHOOL BOARD:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate

By:_____
Cynthia Saunders, Superintendent

_____
Print Name:_____

_____
Print Name:_____

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By:_____
Stephen R Dye, Esq.
Attorney for the School Board

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 by Cynthia Saunders as Superintendent of The School Board of Manatee County, Florida, a public body corporate, on behalf of the public body corporation. She is ☐ personally known to me or who has ☐ produced _____ as identification.

_____
NOTARY PUBLIC – STATE OF FLORIDA

[SIGNATURE PAGE TO ADDENDUM TO RIGHT-OF-WAY EASEMENT]

AGENDA ITEM NO. 12.15

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

Title
Approval of Braden River Middle School - Renovations and Addition - Change Order 6 - Final - Agreement Between Owner and NDC Construction Company - Reduction in the Amount of $152,679.86

Executive Summary
The purpose of the requested action is to approve Change Order 6 - Final to the Agreement between Owner and NDC Construction Company, which will decrease the Construction Manager's (CM) contract by reducing the balance of the Unforeseen Conditions Fund and returning the funds to the District.

Braden River Middle School Renovations and Addition Summary Sheet is attached for reference.

This project does not require an Educational Plant Survey.

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

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

Recommendation
The Superintendent recommends approval of Braden River Middle School - Renovations and Addition - Change Order 6 - Final - Agreement between Owner and NDC Construction Company - reduction in the amount of $152,679.86.

Financial Impact
The amount of Change Order 6 - Final is ($152,679.86). The revised Guaranteed Maximum Price is $17,470,657.41 and is included in the total project budget of $26,000,000.00. The project is in the Capital Budget and is funded by Capital Funds.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
BRMS Reno & Addn CO 6 - Final
Braden River MS Renovation & Addition Summary Sheet

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order — FINAL

PROJECT: BRMS Reno & Addition
6215 River Club Blvd
Bradenton, Florida 34202

TO (Contractor):
NDC Construction Company
1001 3rd Avenue West, Suite 600
Bradenton, FL 34205

CHANGE ORDER NUMBER: #06 06

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: 03/24/20

You are directed to make the following changes in this Contract:

Description	Value
Deduct remaining portion of unforeseen conditions budget from project GMP.	$ (152,679.66)
Total of Summary	$ (152,679.66)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Contract Sum)(Guaranteed Maximum Price) was	$06,000.00
Net Changes by previously authorized Change Orders and/or Amendments	$ 17,626,337.27
The (Contract Sum)(Guaranteed Maximum Price) prior to the Change Order was	$17,623,337.27
The (Contract Sum)(Guaranteed Maximum Price) will be (increased)(decreased)(unchanged) by this Change Order	$ (152,679.66)
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	$17,470,657.41
The Contract time will be (increased)(decreased)(unchanged) by	(0) Days
The date of Substantial Completion as of the date of the Change Order is	November 2022

Long & Associates, Architects/Engineers, Inc.	NDC Construction Company	School Board of Manatee County
Architect	Construction Manager	Owner
4625 S Manhattan Ave	1001 3rd Ave W, Suite 600	1 Matzke Way
Tampa, FL 33611-2506	Bradenton, FL 34205	Bradenton, FL 34208
By:	By:	By:
Date: 3.30.23	Date: 3/30/2023	Date:

RG 04/05/2023

WFH 04/06/2023

Braden River Middle School Renovations & Addition Project

PROJECT DIRECTOR: Reginald L. Goff, Sr.

ARCHITECT/ENGINEER:	Long & Associates	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	NDC Construction Co.	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	Bureau Veritas	Selected through the Request for Qualifications process
PROJECT BUDGET:	$26,000,000.00	Original BRMS Project Budget

HISTORY: The school, with approximately 1150 student stations, was constructed in 1991. In 1998, the school underwent a technology retrofit. New chillers and HVAC upgrades were completed in 2008. In 2009, interior and exterior walls were repainted, sealants replaced and walkway covers were repaired. Water intrusion repairs are being completed as necessary.

SCOPE: The scope of the work will include a campus-wide heating ventilation/air conditioning (HVAC) renovation which includes new ductwork, HVAC equipment and controls, lighting, fire alarm, phone system, ceilings, flooring, painting, exterior doors and hardware; reconfiguring the front office and media center for increased efficiency and security; renovating the science labs to science technology labs; expanding the cafeteria, windows in serving line walls; re-roof buildings 1-6 restroom renovations in buildings 1, 2, 4 & 6; expanding the drop-off queuing line; and construction of a new 6 classroom wing addition. Additional Services required for the design of a new fire line from River Club Road to the existing BRMS Buildings 1-6. Included in design of the fire line connection to the existing public water main along the east side of the River Club Road Right-of-Way to within 5 feet of the exterior of the existing buildings. This work is funded by transfer from Owner Services to Architectural Services and does not exceed Board approved Project Budget.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 11, 2020	Approved	
Agreement:	1,599,744.00	March 24, 2020	Approved	Architectural/Engineering Services
Phase I Plans:	$0	August 11, 2020	Approved	Schematic Design
Letter of Commitment:	$0	August 11, 2020	Approved	Second Letter
Amendment 1:	169,884.00	September 8, 2020	Approved	Add'l Arch/Eng Services
Phase II Plans:	$0	September 22, 2020	Approved	Design Development
Letter of Commitment:	$0	September 22, 2020	Approved	Third Letter
Phase III Plans:	$0	February 23, 2021	Approved	Construction Documents
Amendment 2:	15,000.00	September 28, 2021	Approved	Additional Services
TOTAL	**1,784,628.00**			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 11, 2020	Approved	
Agreement:	95,000.00	March 24, 2020	Approved	Pre-Construction Services
Letter of Commitment:	$0	August 11, 2020	Approved	Second Letter
Letter of Commitment:	$0	September 22, 2020	Approved	Third Letter
Amendment 1:	20,097,431.00	February 23, 2021	Approved	Guaranteed Maximum Price
Amendment 2:	590,129.00	September 28, 2021	Approved	Additional Scope
Change Orders 1:	(2,293,656.12)	April 12, 2022	Approved	Deduct Direct Materials
Change Orders 2:	(138,280.50)	April 12, 2022	Approved	Sales Tax Saving
Change Orders 3:	12,966.38	February 14, 2023	Approved	Unspent Direct Material Purchase Reconciliation
Change Orders 4:	820.25	February 14, 2023	Approved	Unspent Sales Tax Savings Reconciliation
Change Order 5:	(741,072.74)	March 28, 2023	Approved	Return Unforeseen Condtions Fund
Change Order 6:	(152,679.86)	April 25, 2023	Pending	Return Unforeseen Condtions Fund - Final
TOTAL	**17,470,657.41**			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	June 23, 2020	Approved	
Agreement:	85,860.00	August 11, 2020	Approved	Plans Review & Permitting Services
TOTAL	$85,860.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Workshop:	$0.00	August 11, 2020	n/a	Schematic Design Presentation
Workshop:	$0.00	September 22, 2020	n/a	Design Development Presentation
Easement:	$0.00	April 13, 2021	Approved	PRECO Utilities 30' Relocatables
Easement:	$0.00	April 13, 2021	Approved	PRECO Utilities 30' Bldg 8
TOTAL	$0.00			

AGENDA ITEM NO. 12.16

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

Title
Approval of Haile Middle School - Classroom Addition and Renovation - Agreement Between Owner and Halfacre Construction Company - Amendment 1 in the Amount of $2,544,089.00

Executive Summary
The purpose of the requested action is to approve Amendment 1 to the Pre-Construction Agreement between Owner and Halfacre Construction Company, which authorizes additional pre-construction services necessary to provide construction management at-risk services for the Classroom Addition and Renovations at Haile Middle School. The scope of work includes materials and labor for the delivery of Utility Connections for Swing Space Portables and General Construction Project Mobilization. The summer scope is required to connect the swing space portables to utilities, to install HVAC hydronic piping while the campus is unoccupied, and for CM mobilization for the Building 8 addition and renovation of Building 4 beginning Fall 2023. The scope includes staffing, site mobilization, construction access road (which will serve as the permanent Ag Barn access following construction), temporary office and staging areas, temporary construction fencing, an extension of utility connections and sidewalks to the 13 relocated portable units, and new underground chilled water lines.

Haile Middle School Classroom Addition and Renovation Summary Sheet is attached for reference.

This project does not require an Educational Plant Survey.

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

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

Recommendation
The Superintendent recommends approval of Haile Middle School - Classroom Addition and Renovation - Agreement between Owner and Halfacre Construction Company - Amendment 1 in the amount of $2,544,089.00.

Financial Impact
The amount of Amendment 1 is $2,544,089.00. The revised Pre-Construction Service fee is $2,644,089.00 and is included in the total project budget of $43,704,357.67. A Guaranteed Maximum Price Proposal will be completed after the construction documents are developed. This project is funded by Capital Funds.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Haile Middle School Classroom Addition and Building Renovation Summary Sheet
HAM Classroom Add and Reno Amend 1 Pre-Construction
Haile MS Preconstruction Agreement Amendment 1 Budget Report

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: $ 43,704,357.67 (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: This project does not require an Educational Plant Survey.

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	March 8, 2022	Approved	Selection Process
Agreement:	$ 2,059,250.00	July 26,2022	Approved	Architectural/Engineering Services
TOTAL	$ 2,059,250.00			

CONSTRUCTION MANAGER - Haile Middle

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	March 8, 2022	Approved	Selection Process
Agreement:	$ 100,000.00	July 26, 2022	Approved	Pre-Construction Services
Amendment 1:	$ 2,544,089.00	April 25, 2023	Pending	Additional Pre-Construction Services
TOTAL	$ 2,644,089.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 24, 2022	Approved	Currenly on the District's Continuing Contracts List
Agreement:	$ 38,705.00	March 8, 2023	Not Required	Contract #314
TOTAL	$ 38,705.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
TOTAL				

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN
OWNER & CONSTRUCTION MANAGER

Amendment #: 1 **Amendment Date:** _____

This form is to be used for any revision to the established Pre-Construction Agreement ~~Guaranteed Maximum Price.~~

Project Name: Haile Middle School Classroom Addition and Renovation
Construction Manager: Halfacre Construction Company
Construction Manager Address: 7015 Professional Parkway, Sarasota, FL 34240

The work is as follows: Early procurement of materials and labor for the delivery of Utility Connections for Swing Space Portables and general Construction Project Mobilization. The scope includes staffing, site mobilization, construction access road (which will become the permanent Ag Barn access following construction), temporary office and staging area, temporary construction fencing, extension of utility connections and sidewalks to the 13 relocated portable units and, new east/west underground chilled water lines (from CEP to SW corner of Building 3).

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: TBD

Amount of Amendment: $ 2,544,089.00
Previous Amount of Pre-Construction Agreement ~~GMP~~: $ 100,000.00
New Total Amount of Pre-Construction Agreement ~~GMP~~: $ 2,644,089.00

CONSTRUCTION MANAGER:

By: _____ By: _____

Name/Title: _____ Name/Title: Greg Witt, Corporate Vice President

As Witnessed:

_____ Halfacre Construction Company
(Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

HALFACRE
CONSTRUCTION COMPANY
Established 1970

March 29, 2023 - Revised

Mr. Jeff Medwetz, Project Director
School District of Manatee County
Department of Construction Services
1 Matzke Way
Bradenton, FL 34208

RE: Haile Middle School Relocated Swing Space Portables & Mobilization
Amendment #1 Budget Report – Executive Summary

Dear Mr. Medwetz:

Halfacre Construction Company submits our Portable Farm Amendment #1 Budget Report for the current project scope per the 100% Construction Documents prepared by Long & Associates dated 2/17/2023.

The total project budget for the Haile Middle School Classroom Addition and Renovation Project is $43,704,357.67.

The scope of this Amendment #1 budget consists of:

Staffing, site mobilization, construction access road, temp office and staging area, temp fencing, new East/West underground chilled water lines (from CEP to SW corner of Bldg. 3) and extension of utility connections and sidewalks to the 13 relocated portable units.

The Portable Farm Amendment #1 Budget Report estimate for construction (including 5% contingency) is $ 2,544,089.

The current time frame to complete Amendment #1 is 4 months from Notice-to-Proceed.

Thank you for the opportunity to provide pre-construction services for this project.

Schematic Design Budget Report enclosures:

- Amendment #1 Budget Report – Executive Summary
- Budget Summary
- Clarifications, Allowances & Exclusions

Respectfully,

Sr. Project Manager
Halfacre Construction Company

HALFACRE CONSTRUCTION COMPANY

Project Name: **HAILE Middle School**
Renovations & Additions
Portable Farm Budget Report

Date:	**March 29, 2023**	**REVISED**
Owner:	**School District of Manatee County**	
Architect:	**Long & Associates**	

PORTABLE FARM **13 Units**

Cost Summary

Division #	Description of Work	Quantity	Unit	Unit Price	Total
Division 1	**General Conditions / Staffing**				
	GCs & Staffing	1	ls	$322,376	$322,376
		Division 1 Total			$322,376
Division 2	**Site Work**				
32	Layout/Survey	1	ls	$5,000	$5,000
	Envelope Consultant	1	Allow	$45,450	$45,450
	Chain-link Fencing and Gates	1	ls	$8,500	$8,500
	Sitework - curb cut, sidewalk prep	1	ls	$0	C- Temp Access
	Temp Access Road and Staging Area	1	ls	$263,998	$263,998
	Demolition - backstop / shade structure	1	Allow	$10,000	$10,000
	New Backstop - NIC	1	ls	$0	$0
	Storm Drainage / Swales	1	Allow	$25,000	$25,000
	Landscape / Sod / Irrigation Repair	1	Allow	$12,500	$12,500
	Site Concrete - Sidewalks	3,820	sf	$10	$38,200
	Portable Removal - NIC	1	ls	$0	$0
	Site Restoration	1	Allow	$50,000	$50,000
	Final Clean	1	ls	$22,750	$22,750
		Division 2 Total			$481,398
Division 5	**Metals**				
	Aluminum Fence, Gates / Hardware	1	ls	$0	$0
	Install - Owner Aluminum Stairs / Ramps	1	ls	$12,500	$12,500
		Division 5 Total			$12,500
Division 6	**Wood / Carpentry**				
	Trim Carpentry	1	Allow	$20,000	$20,000
		Division 6 Total			$20,000
Division 7	**Roofing / Insulation**				
	Shingle Roof Repair	1	Allow	$50,000	$50,000
	Siding, Fascia, Soffit Repairs	1	Allow	$10,000	$10,000
		Division 7 Total			$60,000
Division 9	**Finishes**				
	Paint	1	Allow	$58,360	$58,360
	Acoustic Ceiling Repair / Tile Repair	1	ls	$2,650	$2,650
	Flooring Repair	1	Allow	$16,250	$16,250
10	Fire Extinguishers	1	ls	$2,052	$2,052
		Division 9 Total			$79,312
Division 15	**Mechanical**				
	Plumbing - DNI Grinder Pump	1	ls	$105,803	105,803
	Underground CW & HW Stubs - PH1	1	ls	$373,109	373,109
		Division 15 Total			$478,912
Division 16	**Electrical**				
26, 27 & 28	Electrical Systems - Fire, Data, Security, Intercom, Distribution	1	ls	$770,630	770,630
	Temp Generator	1	Allow	$20,000	20,000
		Division 16Total			$790,630
	Division 1-16 Subtotal				**$2,245,128**
	Contingency	5%	ls	$112,256	$112,256
	General Liability Insurance	0.15%	ls	$3,368	$3,368
	Builders Risk Insurance	0.25%	ls	$5,613	$5,613
	Performance Payment Bond	1%	ls	$22,451	$22,451
	Contractor OH&P	6.5%	ls	$155,273	$155,273
	CM's Soft Cost				$298,961
	Total Budget				**$2,544,089**

HALFACRE CONSTRUCTION COMPANY

Project Name:	**HAILE Middle School**
	Renovations & Additions
	Portable Farm Budget Report

Date:	**March 29, 2023**
Owner:	**School District of Manatee County**
Architect:	**Long & Associates**

General Conditions

Cost Summary

Division #	Description of Work	Quantity	Unit	Unit Price	Total
Division 1	**General Conditions / Staffing**				
	Project Manager	12	Week	$3,850	$46,200
	Jobsite Superintendent	4	Week	$3,480	$13,920
	Assistant Superintendent	16	Week	$2,760	$44,160
	Assistant Project Manager	12	Week	$2,450	$29,400
	Administrative Assistant	4	Week	$1,624	$6,496
	Accounting Support 40%	8	Week	$650	$5,200
Division 1	**Reimbursables**				
	Jobsite Trailer	1	Allow	$75,000	$75,000
	JD Gator - Vehicle & Gas	1	ls	$12,000	$12,000
	Conex Storage	1	ls	$6,500	$6,500
	Auto Expenses	1	ls	$12,500	$12,500
	Computer/Copier/ Printer	1	ls	$2,500	$2,500
	Temp Facilities	1	ls	$2,500	$2,500
	Temp Phone/ Internet	1	ls	$3,500	$3,500
	Temporary Construction Fencing - PH1	1	ls	$35,000	$35,000
	Dumpster Service	1	ls	$6,500	$6,500
	Construction Photos	1	ls	$750	$750
	Temp Water	1	ls	$1,250	$1,250
	Temp Power	1	ls	$2,500	$2,500
	Small Tools	1	ls	$3,000	$3,000
	Job Signage	1	ls	$7,500	$7,500
	Misc. Labor	1	ls	$4,500	$4,500
	Soil/ Concrete Testing	1	ls	$1,500	$1,500
		Division 1 Total			$322,376
	Contingency	5%	ls	$16,119	$16,119
	General Liability Insurance	0.15%	ls	$484	$484
	Builders Risk Insurance	0.25%	ls	$806	$806
	Performance Payment Bond	1%	ls	$3,224	$3,224
	Contractor OH&P	6.5%	ls	$22,296	$22,296
	CM's Soft Cost				$42,928
	Final Adjustment				$0
	Total Budget				**$365,304**

	INCL	EXCL	NIC	ALLW	DESCRIPTION
	Division 1: General Conditions, Project Facilities and Staffing				
1	✓				Current Market Conditions: Material Escalation is a concern in the industry. If Materials increase in value, the contractor shall document and be entitled to a change order to cover the cost increase.
2	✓				Current Market Conditions: Some materials / equipment are experiencing extraordinary lead times & manufacturing delays. If items are not available or delayed, contractor reserves the right to request a substitution and/or time extension to the schedule or both. Any cost or time impact associated with delays will be reviewed with client and contractor will be entitled to a change order to cover the cost increase / time extension.
3	✓				Current Projected Timeframes for Electrical and HVAC equipment fabrication AFTER approved submittals is approximately 40-45 weeks.
4	✓				General Liability Insurance
5				✓	Fees for building permit transfer & NOC recording
6		✓			Fees for meters, utility fees, usage fees, rights-of-ways, connection fees, easements, tap fees, TECO fees, and any other governmental fees.
7		✓			Impact Fees & Occupancy Fees
8	✓				Builders Risk Insurance including premiums & deductibles
9		✓			Special inspections required by the designers, Architect/Engineer, Owner, or Government Agencies having jurisdiction over the work
10	✓				Florida State sales tax on materials and goods is included, in accordance with State Statutes.
11	✓				All Allowances include labor and material
12		✓			Obstacles due to unforeseen conditions
13	✓				Performance and Payment Bond
14	✓				Subguard or Subcontractor Bonding to manage the risk of subcontractor or supplier default.
15	✓				Material Testing
16		✓			Special Environmental Testing or abatement
17	✓				Dumpster Costs for Construction Debris
18		✓			Dumpster Costs for Owner FF&E/Move-In.
19		✓			Exterior envelope testing and consulting.
20	Division 2: Sitework				
21	**PROJECT SURVEY & LAYOUT**				
22	✓				Survey for Construction Layout & As-builts
23	**DEMOLITION**				
24			✓		Selective per project documents
25	**DEEP FOUNDATIONS**				
26	✓				N/A
27	**SITEWORK & UTILITIES**				
28	✓				Site Fence & Erosion Control
29	✓				Tree Protection of Trees to Remain
30				✓	Sitework & Grading
31				✓	Utilities - Water, Sewer, Fire & Storm
32		✓			Asphalt Paving or Additional Parking
33		✓			Sealcoat & Stripe
34	✓				Grading, Paving, Drainage, Underground Utilities
35		✓			Tennis Court Topping & Stripe
36	✓				Sidewalks
37	**LANDSCAPE & IRRIGATION**				
38				✓	Landscape, Sod & Irrigation Repair
39	Division 3: Concrete				
40			✓		3000 psi Concrete foundations, S.O.G, and concrete walls
41			✓		Termite Protection
42			✓		
43	Division 4: Masonry				
44			✓		8" Concrete Masonry Units
45	Division 5: Metals				
46			✓		Miscellaneous Metals for connections
47			✓		Structural Steel Joists & Decking

	INCL	EXCL	NIC	ALLW	DESCRIPTION
48	Division 6: Carpentry				
49	**ROUGH CARPENTRY**				
50			✓		Rough Carpentry -as required for blocking or nailers
51					
52	**FINISH CARPENTRY**				
53	✓				Trim - Misc. Repairs to Holes on Exterior prior to Paint
54					
55	**CABINETRY**				
56			✓		Cabinetry, Casework & Tops as indicated
57			✓		Cabinet Hardware - Standard Wire Pulls
58			✓		Display Cases
59	**COUNTERTOPS & SILLS**				
60			✓		Solid Surface Countertops
61			✓		Laminate Countertops
62			✓		Window sills Replace as needed
63	Division 7: Thermal and Moisture Protection				
64	**INSULATION**				
65			✓		Rigid insulation for exterior walls.
66			✓		Roof Insulation - Spray on Foam / Tappered TBD
67	**ROOFING**				
68	✓				Repair / Replace Shingle Roof
69	**CAULKING & WATERPROOFING**				
70			✓		Caulking of Exterior Control Joints
71	Division 8: Doors and Windows				
72	**DOORS & HARDWARE**				
73			✓		HM Frames & Entry doors
74			✓		Overhead & Coiling Doors
75			✓		New door hardware as indicated.
76	**GLASS & GLAZING**				
77			✓		New and Replacement Windows as indicated
78			✓		Impact Rated, non-operable windows
79	Division 9: Finishes				
80	**CEMENTITIOUS COATING & EXTERIOR METAL FRAMING**				
81			✓		Cementitious coating on exterior CMU
82			✓		Synthetic stucco applied to exterior gypsum entry ceilings
83	**WALLS & DRYWALL CEILING FINISHES**				
84			✓		Ceiling Texture – Orange Peel Finish
85			✓		Drywall Wall Texture – Orange Peel Finish
86	**FLOORING**				
87	✓				Carpet - Repair as needed
88	✓				VCT - Repair as needed
89	✓				Vinyl - Repair as needed
90	**PAINTING & WALL COVERING**				
91			✓		Interior Finishes & Doors - Prime & Finish Paint all walls.
92	✓				Exterior Paint - Pressure wash & Paint exterior surfaces
93			✓		All concealed ductwork, piping, etc. in ceilings are not included.
94			✓		Wall Covering
95	**ACOUSTIC CEILING**				
96	✓				Replace tile as indicated, Repair existing grid if required
97	Division 10 Specialties				
98			✓		Interior Signage - Allow
99			✓		Exterior Signage - Allow
100			✓		Adjustable Wire Shelving
101			✓		Exterior Storm Shutters
102			✓		Television Brackets

	INCL	EXCL	NIC	ALLW	DESCRIPTION
103	✓				Fire Extinguishers
104			✓		Toilet & Bathroom Accessories
105			✓		Bathroom Partitions
106			✓		Operable Partition Maintanence
107			✓		Marker & Tack Boards
108			✓		Lockers
109	Division 11 Equipment				
110			✓		Residential Appliances
111			✓		Gym Floor & Stripe
112			✓		Gym Bleachers, Equipment & Pads
113	Division 12 Furnishings				
114			✓		N/A
115	Division 13 Special Construction				
116			✓		N/A
117	Division 14 Conveyances				
118			✓		N/A
119	Division 15 Mechanical				
120	**FIRE PROTECTION**				
121			✓		New and Renovated System
122	**PLUMBING**				
123			✓		Plumbing Fixtures
124			✓		Gas Piping
125	✓				Sanitary Piping - PVC
126	✓				Water Piping
127	**HEATING, VENTILATION, & AIR CONDITIONING**				
128			✓		New AHUs as indicated
129			✓		Standard diffusers
130			✓		Testing & Balancing Services
131			✓		Conduit, piping, and wires for controls
132	Division 16: Electrical				
133			✓		Site Lighting - New Poles or Heads
134			✓		Residential Appliance Hookup
135			✓		Generator or Emergecy Circuits
136	✓				Security
137	✓				Data Cableing
138	✓				Access Building System
139			✓		Lightning Protection
140	✓				Fire Alarm

AGENDA ITEM NO. 12.17

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

Title
Approval of Placing DG on Unpaid Administrative Leave and Submitting This Matter to Binding Arbitration Regarding the Issue of Termination as per the AFSCME Collective Bargaining Agreement

Executive Summary
An Administrative Complaint for employee termination was prepared and formally served upon DG on March 27, 2023.

A Hearing on the merits was requested by DG on April 5, 2023.

As per the AFSCME collective bargaining agreement, the issue of termination will be submitted to binding Arbitration.

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

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

Recommendation
The Superintendent recommends approval of placing DG on unpaid administrative leave and submitting this matter to binding arbitration regarding the issue of termination as per the AFSCME Collective Bargaining Agreement.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Legal
Initiated By: Mitchell Teitelbaum

Attachments:
Administrative Complaint Redacted
Request for Administrative Hearing 4.5.2023 Redacted

BEFORE THE SCHOOL BOARD
OF MANATEE COUNTY, FLORIDA

SCHOOL BOARD OF MANATEE
COUNTY, FLORIDA,

SBMC Case No. 23-0001

Petitioner/Employer,

vs.

[redacted],

Respondent/Employee.
_____/

ADMINISTRATIVE COMPLAINT

Cynthia Saunders, as Superintendent of Schools, by and through her undersigned counsel, hereby recommends the termination of Respondent [redacted] (hereinafter referred to as "[redacted]" or "Respondent") effective April 25, 2023.

This recommendation will be made at the School Board meeting on April 25, 2023, beginning at 5:00 p.m. in the Board Room at the School Support Center located at 215 Manatee Ave. W., Bradenton, Florida, or as soon thereafter as same may be heard.

The grounds therefore state as follows:

FACTUAL ALLEGATIONS

1. On March 1, 2023, the Office of Professional Standards opened a case file on [redacted].

2. [redacted] has been employed by the District as a Food Service Worker since 2009.

3. For purposes of progressive discipline, in February 2019, [redacted] was issued a letter of direction regarding his job performance and a previously noted incident where he was

hugging a student. In March 2020, [redacted] was issued a verbal warning regarding professionalism in the workplace. In May 2021, [redacted] was again issued a letter of direction regarding professionalism and his interactions with co-workers. In September 2022, [redacted] was issued a written reprimand for bullying behavior and insubordination. In February 2023, [redacted] was issued another letter of reprimand for harassing employees and insubordination.

4. On March 1, 2023, the District was alerted by the Food Service administration about concerns with [redacted], more specifically, about potential improper contact with students. It was reported and alleged that [redacted] had been improperly hugging students.

5. Food Service after being alerted, reviewed internal video, and identified several dates where [redacted] was hugging students in the cafeteria. These incidents were captured on the school's video surveillance system.

6. Of particular concern was an incident on February 7, 2023, where [redacted] can be seen embracing a [redacted] student for over 30 seconds. The student was identified as ([redacted]. [redacted] father was contacted to discuss this incident and indicated he knew of [redacted] and had met him at a TSA event. The father stated he was uncomfortable if [redacted] was hugging [redacted] and elaborated that [redacted] does refer to [redacted] as [redacted] "School Dad".

7. As required by statute, these verified concerns were reported to Child Protective Services. These actions did not meet the criteria for this agency to investigate. However, these actions are in direct violation of school board policy. Based upon the severity of the complaint, [redacted] was placed on administrative leave while the matter was investigated internally.

8. In addition, there have been on-going disciplinary concerns regarding [redacted] recent work performance. It was reported that [redacted] was interacting with some students, after school hours, via online gaming. The identity of these students were not known.

9. On March 9, 2023, OPS met with [redacted] and his union representative to discuss these concerns. He acknowledged hugging student [redacted] and other students. He attempted to justify his actions.

10. [redacted] was questioned connecting with students through online gaming. He acknowledged he was playing Fortnite with two students and said he is friends with their families, and they are aware he is doing this. It was a violation of district policy, even though the parents approved and knew he was online gaming with their [redacted].

11. Further investigation revealed an incident where [redacted] was addressed for giving gifts to students. [redacted] had given three, [redacted] students a hand grip strengthener. These items were heavy and made of metal and caused some disruption in a classroom when another student reported it as being a gun. The items were taken from the students. [redacted] had to be counseled about the appropriateness of giving gifts to students at school, especially a large metal object.

12. Based on the facts herein alleged, Petitioner has just cause to terminate Respondent [redacted]

ALLEGED VIOLATIONS

1. The repeated actions of [redacted] would be in violation of The School Board of Manatee County Policy and Procedural Manual section 4213, that states in pertinent part:

> *"4213 - STUDENT SUPERVISION AND WELFARE*
>
> *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:*
>
> *G. A support staff member shall not inappropriately associate with students at any time in a manner which may give the appearance of impropriety.*

K. Staff members are discouraged from engaging students in social media and online networking media."

2. In addition, the repeated actions of [redacted] would be in violation of The School Board of Manatee County Policy and Procedural Manual section 4210, that states in pertinent part:

"4210 - STANDARDS OF ETHICAL CONDUCT

Furthermore, the School Board hereby establishes the following as the standards of ethical conduct for all support staff members in the District who have direct access to students:

Support staff members shall be guided by and adhere to the following ethical principles:

A. The support staff member values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

B. The support staff member's primary professional concern will always be for the student and for the development of the student's potential. The support staff member will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.

C. The support staff member strives to achieve and sustain the highest degree of ethical conduct because s/he is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community.

District staff members shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to other penalties as provide by law, as well as disciplinary action, including but not limited to termination of employment.

All District support staff members shall comply with the following disciplinary principles.

A. Obligation to the student requires that the District support staff member shall:

1. *make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety..."*

3. Over the past four years, the Food Services Department has been addressing performance concerns with [redacted] These concerns have been addressed through the progressive discipline protocols established through Human Resources at the district.

4. In 2019, [redacted] was issued a letter of direction that included an incident where he was hugging a student. In this letter he was reminded of the district policy regarding inappropriate associations with students that give the appearance of impropriety.

5. Recently it was reported that [redacted] was again hugging students. Several incidents were discovered on the school's video surveillance cameras that corroborate this happening. Of particular concern was an incident where he is embracing a student in a hug for over 30 seconds. This is a violation of school board policy.

6. [redacted] was also reported to be playing online video games with students, after school hours. He acknowledged this was also happening and stated he knew the students and their families, and they were aware of this. School district policy still discourages this type of behavior.

7. Accordingly, based on the facts herein alleged, Petitioner has just cause to terminate Respondent [redacted], effective April 25, 2023, for the inability to no longer work effectively in the school district, which is so serious as to impair the individual's effectiveness in the school system. Walker v. Highlands Cty. Sch. Bd., 752 So. 2d 127 (Fla. Dist. Ct. App. 2000).

WHEREFORE, based on the foregoing, the Superintendent recommends termination of Respondent [redacted] If a hearing is requested, the Superintendent recommends due process, whereby, the Superintendent recommends that the hearing be granted and that Respondent be suspended without pay effective, April 25, 2023, pending the outcome of the hearing.

RIGHT TO A HEARING

1. Respondent is entitled to a public hearing to be conducted in accordance with sections 120.569 and 120.57, Florida Statutes, regarding the Superintendent's recommendation.

2. Respondent is required to file a Request for Administrative Hearing pursuant to the Administrative Procedure Act, chapter 120, Florida Statutes), and the Uniform Rules adopted by the Administration Commission, chapter 28-106, Florida Administrative Code if a hearing is requested. A sample Request for an Administrative Hearing is attached for Respondent's reference and use.

3. Respondent must submit a written request for a formal hearing within 10 days of the date of service. Respondent's written request for a hearing must be received by the Agency Clerk, Laura Cox and General Counsel Mitchell Teitelbaum, at 215 Manatee Ave. W., Bradenton, Florida 34205 no later than 4:30 p.m. on the 10th day after receipt of the Administrative Complaint. Respondent is required to substantially comply with the requirements of the Uniform Rules.

4. Respondent is entitled to representation by counsel or other qualified representative at Respondent's expense.

5. Failure to request a hearing will be deemed an admission of the allegations against Respondent.

6. Mediation under section 120.573, Florida Statutes, is not available.

7. Pursuant to Rule 28-106.214, Florida Administrative Code, notice is provided that the School Board will preserve the testimony at the final hearing by audiotape. If either party desires a certified court reporter to preserve the testimony, the party may do so at its own

expense. Any party who wishes a written transcript of the testimony from the certified court reporter shall bear the cost of such transcript.

DATED this 27th day of March 2023, in Bradenton, Manatee County, Florida.

Cynthia Saunders, Superintendent
School District of Manatee County, Florida

BEFORE THE SCHOOL BOARD
OF MANATEE COUNTY, FLORIDA

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,

Petitioner/Employer,

vs. **SBMC Case No. 23-0001**

[redacted],

Respondent/Employee.

REQUEST FOR AN ADMINISTRATIVE HEARING

Respondent, [redacted] requests an Administrative Hearing on the Administrative Complaint and states as follows:

1. The name, address, telephone number, fax number (if any) and email address of the Respondent is:

[redacted]

2. The name, address, telephone number, fax number (if any) and email address of the Respondent's personal representative or attorney upon whom service of pleadings and other papers shall be made is:

Hector Ramos 813-532-5448-
~~2880 US Hwy 92 East Plant City FL 33563~~
Hramos@afsmeFL.Org
Fax. 850-224-2961
5600 US Highway 98 N. STE 2, Lakeland FL 33809

3. The Respondent's substantial interest is affected by the Superintendent's recommendation that the Respondent be terminated.

4. Respondent received notice of Administrative Complaint to terminate his employment effective April 25, 2023.

5. The case number assigned to the administrative complaint is 23-0001.

6. Respondent requests an Administrative Hearing on the following disputed issues of material fact:

Illegitimate Allegations, Misrepresentation of documents pertaining to discipline, Incorrect statements pertaining to policies Violated, Physical evidence and occurrences during events mentioned as Factual Allegations

7. There are no disputed issues of material fact. *(check if applicable)* ☐

8. The ultimate facts alleged are set forth in the Administrative Complaint referred to in paragraph #4 above.

4/5/23
Date

[redacted]
Signature

[redacted]
Print Name

THIS FORM MUST BE RETURNED AND RECEIVED NO LATER THAN TEN (10) CALENDAR DAYS TO THE AGENCY CLERK OR OFFICE OF THE GENERAL COUNSEL 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA 34205. THE FAILURE TO TIMELY REQUEST A HEARING WILL BE DEEMED A WAIVER OF A HEARING AS PER THE RULES SET FORTH IN THE ADMINISTRATIVE PROCEDURES ACT

AGENDA ITEM NO. 12.18

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Revision to the Job Description for Assessment Coordinator

Executive Summary
The revision of the job description for Assessment Coordinator includes changes in the qualification requirements to align with current trends in labor supply and demand and to allow for a larger pool of potential candidates to apply for vacant positions.

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 revision to the job description for Assessment Coordinator.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
77131 Specialist Test Eval Assess Assessment Coordinator-Redline
77131 Specialist Test Eval Assess Assessment Coordinator-Clean

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: ASSESSMENT COORDINATOR
State Title: Specialist, Testing, Evaluation, Assessment
JOB DESCRIPTION

JOB GOAL:
To provide leadership, support, mentorship and instruction to the student assessment process from test administration, test coordinator and school administrator training to statistical analysis of data and reporting as it relates to curriculum, instruction, and school improvement.

QUALIFICATIONS:
1. ~~Master's~~ Bachelor's Degree in Education or related field. ~~Master's~~ Bachelor's Degree in the Data or Assessment Field preferred.
2. Five (5) years of district-level or classroom/test coordination experience; one (1) year of experience in a leadership role (i.e., coaching, team leadership).
3. Experience in educational data application preferred.

KNOWLEDGE, SKILLS AND ABILITIES:
Deep knowledge and understanding of assessment and measurement concepts and best practices in test administration, statistical methodology procedures, scheduling, administration, scoring, interpretation, and reporting. Knowledge of state statutes, state and district assessments, test security and protocols. Ability to read, analyze and interpret professional journals, technical procedures or governmental regulations such as Florida Statute, State Board rules, and School Board policy. Ability to demonstrate written and oral communication skills by creating trainings for school district personnel, writing assessment reports, business correspondence, and procedural manuals/scripts on test administration. Ability to effectively present information to a variety of audiences and respond to questions from groups, employees, and community members. Ability to organize and prioritize projects under strict time constraints of state testing windows. Ability to present complex data and materials to a variety of audiences. Ability to interpret legislation and implement rules related to accountability. Advanced Excel user capable of constructing multi-step formulas and adept at rapidly providing accessible data. Ability to solve practical problems and deal with a variety of concrete variables in assessment situations where only limited standardization or past experience exists. Ability to delegate tasks and lead the Assessment Team in completing timely projects and assignments.

REPORTS TO:
Director of Assessment, Accountability and Research

SUPERVISES:
~~Assessment Specialist(s)~~
~~Assessment Manager(s)~~
~~Test Administration Manager(s)~~
N/A

PERFORMANCE RESPONSIBILITIES:
1. Lead the Assessment Team in the creation of a district and state assessment implementation plan.
2. Coordinate with Superintendent/Executive Directors/Directors regarding scheduling or spearheading problems with district and state assessments.
3. Serve as liaison with the Florida Department of Education for the purpose of gathering and disseminating up-to-date information on procedures, rules and resolving assessment related issues.
4. Prepare and/or oversee the preparation of all required trainings, reports, investigations, and maintain appropriate records related to assessment.
5. Compile, manipulate, and analyze assessment construction information.
6. Administer school support programs.
7. Establish and maintain cooperative working relationships with co-workers.
8. Analyze problems and develop effective solutions
9. Support principals and site-based leadership teams in all areas of assessment based upon focused instruction. This includes providing professional development; supporting the construction of assessments,

reporting the data results of the assessments using online internal tools and training in the use of online assessment and data management platforms.

10. Collaborate with instructional directors to develop instructional leadership team meetings.
11. Collaborate with instructional leadership teams to identify instructional strengths and challenges of the school and teachers on locally developed assessments. This includes assessing compliance with curriculum maps and understanding of the instructional standards demonstrated by the teacher(s).
12. Work directly with academic content specialists and instructional directors in the academic departments.
13. Guide school administrators on the assessment component of the School Improvement Plan at sites.
14. Collaborate with School Improvement Specialist to revise and review each School Improvement Plan as required.
15. Effectively communicate school improvement issues to department director and Director of School Improvement.
16. Implement and adapt various educational support systems designed to meet the needs of different school types (Title I, Non-Title, Charters, and Contracts) and levels.
17. Demonstrate courteous and cooperative behavior when interacting with students, clients, visitors, and district staff; act in a manner that promotes a harmonious and effective workplace environment.
18. Promote the District goals and priorities in compliance with all policies and procedures.
19. Maintain absolute confidentiality of work-related issues, records and district information.
20. Other duties or tasks may be assigned on an as-needed basis.
21. At times may be required to work outside normal business hours and work extended hours to accomplish requirements of the position.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to pounds of force occasionally, and/or up to 20 pounds of force frequently 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:
05/28/2019
Revised: 04/25/2023

SALARY SCHEDULE: SAMP
PAY GRADE: D11
JOB CODE: TBD
STATE CODE: 77131

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: ASSESSMENT COORDINATOR
State Title: Specialist, Testing, Evaluation, Assessment
JOB DESCRIPTION

JOB GOAL:
To provide leadership, support, mentorship and instruction to the student assessment process from test administration, test coordinator and school administrator training to statistical analysis of data and reporting as it relates to curriculum, instruction, and school improvement.

QUALIFICATIONS:
1. Bachelor's Degree in Education or related field. Bachelor's Degree in the Data or Assessment Field preferred.
2. Five (5) years of district-level or classroom/test coordination experience; one (1) year of experience in a leadership role (i.e., coaching, team leadership).
3. Experience in educational data application preferred.

KNOWLEDGE, SKILLS AND ABILITIES:
Deep knowledge and understanding of assessment and measurement concepts and best practices in test administration, statistical methodology procedures, scheduling, administration, scoring, interpretation, and reporting. Knowledge of state statutes, state and district assessments, test security and protocols. Ability to read, analyze and interpret professional journals, technical procedures or governmental regulations such as Florida Statute, State Board rules, and School Board policy. Ability to demonstrate written and oral communication skills by creating trainings for school district personnel, writing assessment reports, business correspondence, and procedural manuals/scripts on test administration. Ability to effectively present information to a variety of audiences and respond to questions from groups, employees, and community members. Ability to organize and prioritize projects under strict time constraints of state testing windows. Ability to present complex data and materials to a variety of audiences. Ability to interpret legislation and implement rules related to accountability. Advanced Excel user capable of constructing multi-step formulas and adept at rapidly providing accessible data. Ability to solve practical problems and deal with a variety of concrete variables in assessment situations where only limited standardization or past experience exists. Ability to delegate tasks and lead the Assessment Team in completing timely projects and assignments.

REPORTS TO:
Director of Assessment, Accountability and Research

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:
1. Lead the Assessment Team in the creation of a district and state assessment implementation plan.
2. Coordinate with Superintendent/Executive Directors/Directors regarding scheduling or spearheading problems with district and state assessments.
3. Serve as liaison with the Florida Department of Education for the purpose of gathering and disseminating up-to-date information on procedures, rules and resolving assessment related issues.
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11. Collaborate with instructional leadership teams to identify instructional strengths and challenges of the

school and teachers on locally developed assessments. This includes assessing compliance with curriculum maps and understanding of the instructional standards demonstrated by the teacher(s).
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16. Implement and adapt various educational support systems designed to meet the needs of different school types (Title I, Non-Title, Charters, and Contracts) and levels.
17. Demonstrate courteous and cooperative behavior when interacting with students, clients, visitors, and district staff; act in a manner that promotes a harmonious and effective workplace environment.
18. Promote the District goals and priorities in compliance with all policies and procedures.
19. Maintain absolute confidentiality of work-related issues, records and district information.
20. Other duties or tasks may be assigned on an as-needed basis.
21. At times may be required to work outside normal business hours and work extended hours to accomplish requirements of the position.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to pounds of force occasionally, and/or up to 20 pounds of force frequently 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:
05/28/2019
Revised: 04/25/2023

SALARY SCHEDULE: SAMP
PAY GRADE: D11
JOB CODE: TBD
STATE CODE: 77131

AGENDA ITEM NO. 12.19

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Invitation to Bid on Building Controls and Building Automation Systems, SDMC No. 23-0103-MR, Continued Procurement with Vendors, Estimated in the Amount of $1,500,000.00 Annually

Executive Summary
Building automation and controls are required throughout the School District to manage and control HVAC systems. Each original equipment manufacturer's HVAC control system is proprietary. The authorized dealers submitting are Reliable and Automatic Logic Corporation. The committee recommends awarding to all responsive bidders.

The requested approval is for the period of July 1, 2023, through June 30, 2026. This bid is for a period of three years with the option to renew for two additional one-year periods. Expenditures for the new contract period are expected to be in line with the current year spend.

Historical expenditures are as follows:
- Fiscal Year to Date 2022-2023: $1,040140.45
- Fiscal Year 2021-2022: $1,532,495.05
- Fiscal Year 2020-2021: $808,612.34

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:
Ameresco, Plantation, FL, Florida Document No. F00000005646
Boyd Brothers Services, Punta Gorda, FL, Florida Document No. H22658

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

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

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

Recommendation
The Superintendent recommends approval of the Invitation to Bid on Building Controls and Building Automation Systems, SDMC No. 23-0103-MR, continued procurement with vendors, estimated in the amount of $1,500,000.00 annually.

Financial Impact
The funding sources for these annually estimated expenditures is Local Capital Improvement and is included in Maintenance, Operations & Central Distribution Warehouse Department and various schools/Departments and is included in the proposed budget for 2023-2024.

Contact
Submitting Department: Maintenance, Operations & Central Distribution Warehouse Department and Purchasing Department
Initiated By: Todd Henson and Ruth Gruett

Attachments:
23-0103 TABULATION
23-0103-MR - Contract of Award Agreement
23-0103-MR - BOYD BROTHERS Contract of Award Agreement

NOTICE OF INTENT TO AWARD

BID ON BUILDING CONTROLS AND BUILDING AUTOMATION SYSTEMS, SDMC 23-0103-MR

CONTRACT PERIOD: JULY 1, 2023 THROUGH JUNE 30, 2026

FOR BOARD APPROVAL ON APRIL 25, 2023

TABULATION OF BIDS ON BUILDING CONTROLS AND BUILDING AUTOMATION SYSTEMS, SDMC 23-0103-MR

Bids Due: 3:00 p.m., Tuesday, March 21, 2023

BIDDERS	1. HOURLY RATE FOR TECHNICIAN-NEW INSTALLATIONS		
	a. Regular Time	**b. Over Time**	**c. Holiday**
Ameresco Dealer for Reliable Controls	$136.00	$204.00 (1) $227.00 (2)	$272.00
Automated Building Controls Dealer for Kreuter Manufacturing Company (KMS)	$125.00	$187.50	$187.50
Boyd Brothers Service Inc Dealer for Automated Logic Corporation (ALC)	**$129.00**	**$193.50**	**$258.00**

BIDDERS	2. HOURLY RATE FOR TECHNICIAN-REPAIRS		
	a. Regular Time	**b. Over Time**	**c. Holiday**
Ameresco Dealer for Reliable Controls	**$136.00**	**$204.00 (1) $227.00 (2)**	**$272.00**
Automated Building Controls Dealer for Kreuter Manufacturing Company (KMS)	$125.00	$187.50	$187.50
Boyd Brothers Service Inc Dealer for Automated Logic Corporation	**$129.00**	**$193.50**	**$258.00**

BIDDERS	3. MATERIALS	4. RENTAL	5. Contractor Owned Equipment
	DISCOUNT OFF CATALOG	**PERCENTAGE MARK UP**	**Rates**
Ameresco Dealer for Reliable Controls	15%	10%	No Bid
Automated Building Controls Dealer for Kreuter Manufacturing Company (KMS)	50%	10%	No Bid
Boyd Brothers Service Inc Dealer for Automated Logic Corporation	33%	10%	No Bid

Notes:
1) Monday through Saturday
2) Sunday

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

TABULATION OF BIDS ON BUILDING CONTROLS AND BUILDING AUTOMATION SYSTEMS, SDMC 23-0103-MR

Bids Due: 3:00 p.m., Tuesday, March 21, 2023

EVALUATION REPORT:
The bid from Automated Building Controls is for Kreuter Manufacturing Company. The committee agreed this manufacturer did not meet the specifications of the bid or standards of the District.

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

CONTRACT OF AWARD AGREEMENT, SDMC No. 23-0103-MR

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Ameresco (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:

BUILDING CONTROLS AND BUILDING AUTOMATION SYSTEMS, SDMC No. 23-0103-MR.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

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

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

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

5. **NON-FUNDING:**

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

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

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

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

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

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

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

9 **ANTI-DISCRIMINATION**:

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

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

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

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

11. **FORCE MAJEURE:**

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

12. **GOVERNING LAW:**

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

13 **DAVIS-**BACON ACT:

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

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

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

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

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

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

16. **CLEAN AIR ACT:**

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

17. **DEBARMENT AND SUSPENSION:**

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

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

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

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

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

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

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

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

21. **INDEMNIFICATION:**

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

22. **INSURANCE:**

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

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

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

24. **SOVEREIGN IMMUNITY:**

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

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

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

25. **ENTIRE AGREEMENT:**

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

26. **AUTHORITY TO EXECUTE:**

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

27. ASSIGNMENT:

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

28. **COVID 19**

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

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

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

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

SIGNATURES:

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

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

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

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

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

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

Contractor/Vendor Disqualifiable Offenses:

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

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

CONTRACT OF AWARD AGREEMENT, SDMC No. 23-0103-MR

THIS AGREEMENT is entered into by and between The School District of Manatee County, hereinafter "District" and Boyd Brothers Service Inc.(Contractor).

1. **THE WORK:**

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

BUILDING CONTROLS AND BUILDING AUTOMATION SYSTEMS, SDMC No. 23-0103-MR.

2. **CONTRACT TERM:**

2.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2026. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the School District of Manatee County, in accordance with School District Policies and Procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies the supplier of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

3. **PAYMENT TERMS:**

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

4. **INVOICE REQUIREMENTS:**

4.1 The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

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

5. **NON-FUNDING:**

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

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

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

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

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

8. **EQUAL EMPLOYMENT OPPORTUNITY:**

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

9 **ANTI-DISCRIMINATION**:

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

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

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

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

11. **FORCE MAJEURE:**

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

12. **GOVERNING LAW:**

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

13 **DAVIS-**BACON ACT:

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

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

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

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

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

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

16. **CLEAN AIR ACT:**

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

17. **DEBARMENT AND SUSPENSION:**

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

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

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

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

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

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

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

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

21. **INDEMNIFICATION:**

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

22. **INSURANCE:**

22.1
a. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
b. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.
c. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.
    I. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
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(941) 708-8770 publicrecords@manateeschools.net

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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.

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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: 758831

BOYD BROTHERS SERVICE, INC.	2460 HIGHLANDS ROAD, PUNTA GORDA FL 33983
BUSINESS/COMPANY NAME	ADDRESS
941-627-8881	ED@BOYD-HVAC.COM
PHONE	EMAIL
ED BOYD	CFO
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: BOYD BROTHERS, INC

TELEPHONE NUMBER: 941-627-2881

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. 15.1

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

Title
Approval of a New Job Description and Position for Supervisor, Student Nutrition

Executive Summary
The job description and request for the position of Supervisor, Student Nutrition, is being submitted to support the Food and Nutrition Services Department in student nutrition. The purpose of this job is to provide increased oversight and compliance with the continuously changing U.S. Department of Agriculture nutrition standards and regulations. The position will oversee menu development, product selection, and overall nutrition compliance, as well as the SDMC Wellness Policy and student nutrition education. In addition, this position will be responsible for planning for and preparing documentation for U.S. Department of Agriculture School Meals Administrative Reviews and Florida Department of Health After School Snack and Supper Program Reviews.

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 a new job description and position for Supervisor, Student Nutrition.

Financial Impact
There is no charge to the General Fund. The position will be funded by Food Service Fund 410 and is included in the 2023-2024 budget.

Contact
Submitting Department: Human Resources
Initiated By: Rick Bailey

Attachments:
76010 Supervisor Student Nutrition FNS Services FDS065 -New

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: SUPERVISOR, STUDENT NUTRITION - FOOD AND NUTRITION SERVICES
State Title: Specialist/Manager, Food Services
JOB DESCRIPTION

JOB GOAL:
Make a positive contribution to the effective and efficient operation of the Food and Nutrition Services program across the district by providing resources designed to improve the nutritional health and well-being of the students.

QUALIFICATIONS:
1. B.S. Degree in Food Service, Food Service Management, or related field.
2. Registered Dietitian by the American Dietetic Association.
3. Minimum of five (5) years of successful experience in a food service position.

KNOWLEDGE, SKILLS AND ABILITIES:
Knowledge of current trends, research, and best practices related to child nutrition. Knowledge of federal, state, and District rules, regulations, and policies as they relate to job functions. Exhibit leadership skills in decision making, organization and delegation. Demonstrate ability to manage diversified activities and projects effectively. Ability to make presentations to a variety of audiences. Ability to work independently, without close supervision. Ability to establish and maintain effective working relationships with other employees, the public and vendors. Demonstrate willingness to work as a team with kitchen, school, and administrative staff. Ability to handle sensitive information with confidentiality. Ability to identify personal goals and work toward achievement of those goals. Is willing to work a flexible schedule to meet the demands of the position.

REPORTS TO:
Director, Food and Nutrition Services

SUPERVISES:
Food Service Managers and Staff in Assigned Schools

PERFORMANCE RESPONSIBILITIES:
1. Work with all stakeholders including the Florida Department of Agriculture, the Florida Department of Health, and Food Service managers to ensure regulatory compliance of the National School Breakfast Program, National School Lunch Program, the afterschool Snacks Program, Fresh Fruit and Vegetable Program, and the After School Supper Program.
2. Responsible for developing menus that adhere to USDA regulations for all U.S. Department of Agriculture Child Nutrition Programs.
3. Coordinate the identification and selection of food products for menus and ala carte selections.
4. Responsible for food item product specifications for all Food and Nutrition Services purchases.
5. Approve and communicate appropriate menu substitutions for all school sites and charter and contract sites.
6. Support the value of continuing education by attending meetings, classes, in-services, and workshops.
7. Develop and maintain a complete nutritional database of all products used in the Food and Nutrition Services program.
8. Review and interpret USDA regulations and waivers for all meal programs.
9. Develop procedures for Food Service staff to meet USDA regulations.
10. Develop and deliver training for all Food Service employees based on US Department of Agriculture regulations and customer services expectations.
11. Monitor production records and school operations to ensure USDA regulations are met.
12. Provide assistance and documentation for Administrative Reviews and other audits by the US Department of Agriculture and US Department of Health.
13. Maintain the back of the house portion of the current food service software. Develops manual materials and provide training to Food Service staff on use.
14. Assist in the planning and coordination of Food Service activities for the district and community.
15. Oversee the District Wellness Policy to ensure compliance with US Department of Agriculture regulations and Florida regulations.
16. Co-Chair the Student Health Advisory Council to set short and long-term wellness goals.

17. Act as a liaison with the community groups, parents, and other agencies.
18. Administer grants for special programs or projects.
19. Develop nutrition education programs and materials.
20. Work with parents, students, and district employees to meet the needs of students with special dietary needs.
21. Communicate with school administration, parents, and other district departments in the development of IEP plans for students with special dietary needs and develops plan for compliance.
22. Develop partnerships with other district departments to enhance the nutrition education program of the district (i.e., nurses, teachers).
23. Review current research information to determine health and nutrition -related trends and food service developments.
24. Monitoring customer acceptance to increase participation in Food Service meal programs.
25. Investigate allergen or food safety issues to report to director. Document issues and provide appropriate re-training.
26. Demonstrate effective project management, planning, and training skills.
27. Ensure adherence to good safety standards.
28. Maintain confidentiality regarding school/workplace matters.
29. Exhibit interpersonal skills to work as an effective team member.
30. Model and maintain high ethical standards.
31. Represent the district in a positive and professional manner.
32. Demonstrate initiative in the performance of assigned responsibilities.
33. Respond to inquiries and concerns in a timely manner.
34. Communicate effectively with staff, administration, and vendors.
35. Keep supervisor informed of potential problems or unusual events.
36. Follow federal and state laws as well as school board policies, rules, and regulations.
37. Demonstrate support for the school district and its goals and objectives.
38. Prepare all required reports and maintain all appropriate records.
39. Maintain expertise in assigned area to fulfill project goals and objectives.
40. Participate successfully in the professional development programs offered to increase skill and proficiency related to assignment.
41. Review current developments, literature and technical sources of information related to job responsibility.
42. 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.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:
04/25/2023

Revised:

SALARY SCHEDULE: SAMP
PAY GRADE: D09
SHORT TITLE: FDS065
STATE JOB CODE: 76010

AGENDA ITEM NO. 15.2

School Board of Manatee County
April 25, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Safety and Security Equipment, SDMC No. 24-0020-RG, Estimated in the Amount of $300,000.00

Executive Summary
The safety and security of our students is our top priority. The District is not only focused on the prevention of a dangerous situation on campus for our students, staff and visitors but also the quick response to handle the situation should one occur.

The District is requesting approval to spend an estimated $300,000.00 to upgrade the district's safety and security equipment to continue providing students and staff with the safe and secure environment for a successful education.

Purchases for upgraded equipment will be made using State of Florida contracts. Florida Statutes, Chapter 287.042(2) and the Rules of the State Board of Education, Chapter 6A-1.012(4) (6) exempt from competitive bid requirements those purchases made, under the provision of the State of Florida Department of Management Services contracts.

Information relating to the security or fire safety systems for any property owned by or leased to the state or any of its political subdivisions, and information relating to the security or fire safety systems for any privately owned or leased property which is in the possession of any agency as defined in s. 119.011(2), including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information is confidential and exempt from s. 119.07 (1), and any portion of a meeting relating directly to or that would reveal such systems or information is exempt from s. 286.011.

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.

Security | Goal 1
Strengthen and secure school and district facilities.

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 to purchase safety and security equipment, SDMC No. 24-0020-RG, estimated in the amount of $300,000.00.

Financial Impact
The cost to implement this agenda item is estimated at $300,000.00. The funding source for this estimated expenditure is the Local Capital Improvement fund.

Contact
Submitting Departments: Safety & Security and Purchasing
Initiated By: Paul Damico and Ruth Gruett