Agenda
Updated 23 Aug, 2024

August 27, 2024
School Board of Manatee County
Regular Board Meeting - 5:00 PM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. CALL TO ORDER

2. READING OF THE DISTRICT'S VISION

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF THE AGENDA

1. Agenda Amendments - added after publishing

6. APPROVAL OF MINUTES

1. Approval of the Minutes of the July 23, 2024 School Board Meeting, July 25, 2024, School Board Workshop, July 30, 2024, Special Meeting and Public Hearing

7. STUDENT CELEBRATIONS / RECOGNITIONS

1. Good News Moment
2. Chalkboard Champions Day of Giving

8. 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.

9. REPORTS AND PRESENTATIONS

1. Personal Financial Literacy and Money Management Instructional Materials Adoption Plan - Updated 8-23-2024

10. CONSENT ITEMS

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

1. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)
2. Approval of the Report of Teachers' Out-of-Field Content, Reading, and ESOL (English for Speakers of Other Languages) (No Financial Impact)
3. Approval to Apply, Accept and Expend the District Threat Management Coordinators (DTMC) Grant in the amount of $75,000.00 (Incoming State Grant Funds)
4. Approval to Apply, Accept, and Expend a Grant from the Community Foundation of Sarasota Strauss Literacy Initiative, in the Amount of $500,000.00 (Incoming Grant Funds)
5. Approval of the New Affiliation Agreements Between the University of Florida, Grand Canyon University, and the School District of Manatee County for University Students Pursuing Degrees in Education to Fulfill Student Teaching Requirements (No Financial Impact)
6. Approval of the Agreement Between the School District of Manatee County and Scott A. Wenk, PLLC, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2024-2027 School Years (No Financial Impact)
7. Approval to Renew the Contract Between Palm Shores Behavioral Health Center and the School District of Manatee County for the 2024-2025 School Year (No Net Financial Impact)
8. Approval of the 2024-2025 Instructional Materials Adoption Plan for Personal Financial Literacy and Money Management (Multiple Funding Sources)
9. Approval of the School District of Manatee County 2024-2025 Professional Learning Catalog for Annual Submission to the Florida Department of Education. (No Financial Impact)
10. Approval of Contract with Boys and Girls Clubs of Manatee County to Provide After-

School Meal Service to Students for the 2024-2025 School Year (No Net Financial Impact)

11. Approval of the Purchase of Behavior and Educational Consulting, SDMC No. 25-0067-BS, Estimated in the Amount of $695,000.00 (IDEA Federal Grant Funds)
12. Approval of Sole Source to Purchase Certiport Subscriptions, SDMC No. 25-0068-BS, Estimated in the Amount of $150,000.00 (CAPE Funds)
13. Approval of the Use of Omnia Request for Proposal on Athletic Surfacing and Asphalt Maintenance, SDMC No. 25-0058-MR, Estimated in the Amount of $425,000.00 (Local Capital Improvement - Annually)
14. Authorization to Negotiate - Architect & Engineering Artisan Lakes Elementary School and Rye Ranch Elementary School Prototype (No Financial Impact)
15. Approval of Walter E. Miller School Support Center - Water Damage Restoration - Agreement Between Owner and Wharton-Smith, Inc. - Guaranteed Maximum Price in the Amount of $1,758,404.00 (Insurance Reimbursement)
16. Approval of Annie Lucy Williams Elementary School - Classroom Addition - Agreement Between Owner and Harvard Jolly, Inc., in the Amount of $277,240.00 (Capital Funds)
17. Approval of Manatee Elementary School - Auditorium Exterior Renovations & Reroofing - Change Order 1 - Agreement Between Owner and Willis A. Smith Construction, Inc., Decrease in the Amount of $281,417.84 (Capital Funds)
18. Approval of Parrish Community High School - Change Order 3 - Agreement Between Owner and Williams Company Tampa, Decrease in the Amount of $217,369.76 (Capital Funds)
19. Approval of Bayshore High School - Painting & Roofing - Change Order 1 - Agreement Between Owner and Willis A. Smith Construction, Inc., Decrease in the Amount of $723,312.20 (Capital Funds)
20. Approval of North County Middle School - Permanent Utilities Easement and Affidavit of Ownership and Encumbrances (No Financial Impact)
21. Approval for Southeast High School Chorus Students to Attend and Perform at Carnegie Hall in New York, New York on March 6-10, 2025 (Multiple Funding Sources)

11. PUBLIC COMMENT FOR NEW BUSINESS ITEMS

12. NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

13. NEW BUSINESS (NON-CONSENT ITEMS)

1. Approval of a Revised Job Description and Position of Specialist, Graphic Design and Marketing (General Fund)
2. Approval of Advertising a Notice of Intent to Amend School Board Policies, Including New Board Policies, and Setting a Public Hearing at the Board Meeting On October 8, 2024.
3. Approval of Interlocal Agreement Relating to the Collection of Educational Facilities Impact Fees Between Manatee County, the City of Bradenton, and the School Board of Manatee County (No Financial Impact)
4. Approval of Interlocal Agreement Relating to the Collection of Educational Facilities Impact Fees Between Manatee County, the City of Palmetto, and the School Board of Manatee County (No Financial Impact)

14. NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

1. Approval of Travel Expense for School Board Members to Attend the 2024 Manatee Chamber of Commerce Planning Retreat Not to Exceed $5,000.00 (General Fund)
2. Approval of Internal Audit of Payroll Department Report (No Financial Impact)

15. CONTINUED PUBLIC COMMENT (IF NECESSARY)

16. INFORMATION ONLY (No Board Action Required)

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

18. SUPERINTENDENT REMARKS

19. BOARD COMMENTS

20. ADJOURNMENT

AGENDA ITEM NO. 5.1

School Board of Manatee County
August 27, 2024 - Regular Board Meeting

Title
Agenda Amendments - *added after publishing*

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

Agenda amended on Friday August 23, 2024 to **add** Presentation to Reports and Presentation item Personal Financial Literacy and Money Management Instructional Materials Adoption Plan.

Contact
Submitting Department: School Board
Initiated By: Chad Choate

AGENDA ITEM NO. 6.1

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Minutes of the July 23, 2024 School Board Meeting, July 25, 2024, School Board Workshop, July 30, 2024, Special Meeting and Public Hearing

Executive Summary
Approval of the Minutes of the July 23, 2024 School Board Meeting, July 25, 2024, School Board Workshop, July 30, 2024, Special Meeting and Public Hearing

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

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

Recommendation
Approval of the Minutes of the July 23, 2024 School Board Meeting, July 25, 2024, School Board Workshop, July 30, 2024, Special Meeting and Public Hearing.

Financial Impact
No Financial Impact.

Contact
Initiating Department: School Board

Attachments:
July 23, 2024 School Board Meeting Minutes
July 25, 2024 School Board Workshop Minutes
July 30, 2024 Special Meeting and Public Hearing Minutes

Minutes

July 23, 2024
Regular Meeting and Public Hearing - 5:00 PM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

1) CALL TO ORDER

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

Chair Choate called the Meeting to order at 5:01 PM.

2) READING OF THE DISTRICT'S VISION | Board Member Foreman

3) INVOCATION

The invocation was provided by Pastor Johnathan Bachman.

4) PLEDGE OF ALLEGIANCE

Chair Choate led the recitation of the Pledge of Allegiance.

5) APPROVAL OF THE AGENDA

5.1 Motion to Approve the Agenda and Amendments

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

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

Agenda amended on Thursday, July 18, 2024, to **add attachments** *MSA and Engagement Letter SDMC/CRI* **and** *Signed SDMC CE Rider* **to** New Business (No Superintendent Recommendation) Item *Approval of Master Service Agreement and Engagement Letter with Carr, Riggs & Ingram LLC to Provide Internal Audit Services for the Period July 1, 2024 to June 30, 2025, SDMC No. 25-0666-RG, Estimated at $397,220.00 (General Fund).*

Agenda amended on Thursday, July 18, 2024, to **update** attachment *HR Board Material July 23, 2024 updated 7.18.24* **of** Consent Agenda Item *Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact).*

Agenda amended on Thursday, July 18, 2024 to **update** Title and Executive Summary **of** Consent Item *Ratify the Superintendent's Signature of Three Memorandums of Understanding with Manatee Education Association for the Purpose of Addressing Working Conditions at the Start of the 2024-2025 School Year Related to Work Days Before School Begins and Payroll Calendars (No Financial Impact).*

Agenda amended Monday, July 22, 2024, *to* **update** Executive Summary and **add** attachments to New Business item *Approval to Advertise a Notice of Public Notice of Public Hearing to Adopt Tentative Millages and Tentative Budget for Fiscal Year 2024-2025 (General Fund).*

6) APPROVAL OF MINUTES

6.1 Approval of the Minutes of the May 24, 2024 School Board Workshop, May 28, 2024 School Board Meeting, June 11, 2024 School Board Meeting, June 13, 2024 School Board Workshop, June 25, 2024 School Board Meeting and June 27, 2024 School Board Workshop

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

7) STUDENT CELEBRATIONS | RECOGNITIONS

7.1 Braden River Elementary Named Everglades Champion School

Mr. Mike Barber, Director of Communication, Family and Community Engagement, introduced Ms. Amber Platowski, District Curriculum Coordinator, Secondary Science. Ms. Platowski provided a brief background of the Everglades Program at Braden River Elementary School, and introduced Ms. Tate Vangellow, Program Coordinator of the Everglades Foundation. Ms. Vangellow provided an overview of the Everglades Champion Program and presented the award of Gold Level Champions to the District.

Also in attendance for the presentation were the following: Ms. Mary Olivia, Principal of Branden River Elementary, Mr. Joshua Bennett, Director Exceptional Student Education, and Ms. Tiffany Barrett-Greer, Second Grade Teacher at Braden River Elementary School.

7.2 Health Care Agencies Donate Life-Saving Training Kit

Mr. Mike Barber, Director of Communication, Family and Community Engagement, introduced local community partners who donated seven (7) CPR training kits for the continued instruction of the District students during the upcoming academic year. Present from the community were Kristine Aristide, Senior Development Director of American Heart Association in Manatee County, and Kelly Malloy, Chief Operating Officer HCA Florida Sarasota Doctors Hospital.

8) PUBLIC COMMENTS (UP TO 30 MINUTES)

Public comment was as follows:

- Marie Masferrer

9) REPORTS AND PRESENTATIONS

10) CONSENT ITEMS

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

10.1 Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact) Updated 7/18/2024.

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

10.3 Approval of Recommendation to Terminate Jason Rivera (General Fund)

10.4 Approval to Apply, Accept and Expend the Following Federal Grants for the 2024-25 School Year: Title I, Part A; Title I, Part C; Title II; Title III; Title IV; Title IX, Title I, Part D; and Enhanced Instruction for Immigrant Children and Youth in the Amount of $18,829,840.62 (Incoming Federal Grant Funds)

10.5 Approval to Apply, Accept and Expend the 2024-2025 Individuals with Disabilities Education Act (IDEA), Part B, K - 12 Entitlement, in the Amount of $18,587,035.84 (Incoming Federal Grant Funds)

10.6 Approval to Apply, Accept and Expend the 2024-2025 Individuals with Disabilities Education Act (IDEA) Part B, Preschool Entitlement, in the Amount of $603,441.11 (Incoming Federal Grant Funds)

10.7 Approval to Apply, Accept and Expend the Strengthening Career and Technical Education for the 21st Century Act (Perkins V), Formerly Known as the Carl D. Perkins Secondary Grant, for the 2024-2025 School Year in the Amount of $494,373.00 (Incoming Federal Grant Funds)

10.8 Approval to Apply, Accept and Expend the 2024-2025 Adult Education Grant Application for Adult General Education, Including Ratification of the Memorandum of Understanding Between the School District of Manatee County and the Suncoast Workforce Board, Inc. dba CareerSource Suncoast, in the Amount of $617,662.00 (Incoming State Grant Funds)

10.9 Approval to Apply, Accept and Expend the 2024-2025 Adult Education Grant Application for Integrated English Literacy and Civics Education, Including Ratification of the Memorandum of Understanding Between the School District of Manatee County and the Suncoast Workforce Board, Inc. dba CareerSource Suncoast, in the Amount of $95,206.00 (Incoming State Grant Funds)

10.10 Approval to Apply, Accept and Expend the Allocation of the 2024-2025 Multiagency Network for Students with Emotional or Behavioral Disabilities (SEDNET) Grant Fund, in the Amount of $117,761.00 (Incoming State Grant Funds)

10.11 Approval to Apply, Accept and Expend Amendment 1 of the Stronger Connections Grant in the Amount of $111,592.36 (Incoming Federal Grant Funds)

10.12 Approval of the Food Service and School's Internal Accounts Change Funds for Fiscal Year 2024-2025, in the Amount of $33,100.00 (Food Service and Internal Account Funds)

10.13 Approval of the District and Food Service Petty Cash Funds for Fiscal Year 2024-2025 in the Amount of $900.00 (General Fund and Food Service Funds)

10.14 Approval of the Memorandum of Understanding (MOU) between United Way Suncoast, Inc. and the School District of Manatee County to Provide Funding for Eight (8) Paraprofessional Positions for the 2024-2025 School Year (No Net Financial Impact)

10.15 Approval to Accept Funds and Renew the Service Agreement Between the District Board of Trustees of State College of Florida (SCF) and the School District of Manatee County for Partial Funding of Career Pathways Coordinator Salary for the 2024-2025 School Year, in the Amount of $22,972.00 (No Net Financial Impact)

10.16 Approval to Renew the Contract Between Manatee County Sheriff's Office and the School Board of Manatee County to Provide Services for Students Incarcerated in the County Jail for the School Years 2024-2028 (No Net Financial Impact)

10.17 Approval of the First Amendment and Ratify the Existing SRO agreement through the City of Palmetto as Signed by All Parties, SDMC No. 24-0052-RG, Estimated in the Amount of $141,061.11 (Multiple Funding Sources)

10.18 Approval to Purchase School Nurse Assistant Program (SNAP) Health Center Software, SDMC No. 25-0061-BS, Estimated in the Amount of $60,000.00 (General Fund)

10.19 Approval to Purchase SimX Simulation Products and Software, SDMC No. 25-0057-BS, Estimated in the amount of $75,000.00 (Multiple Funding Sources)

10.20 Approval of Sole Source to Purchase TeachTown Curriculum Products and Licenses, SDMC No. 25-0040-BS, Estimated in the Amount of $200,000.00 (Multiple Funding Sources)

10.21 Approval to Purchase Penda Learning, SDMC No. 25-0065-BS, Estimated in the Amount of $320,000.00 (Referendum Millage)

10.22 Continued Procurement of Student Accident Insurance & Ancillary Student Accident Insurance, SDMC No. 25-0020-RG, Estimated in the Amount of $231,420.00 Annually Recurring Expense (Multiple Funding Sources)

10.23 Approval of District Superintendent Membership and Dues for Fiscal Year 2024-2025, Estimated in the Amount of $30,000.00 (General Fund)

10.24 Approval of Parrish Community High School - 2024 Public Safety Bi-Directional Amplifier (BDA) - Agreement Between Owner and Motorola Solutions, Inc. in the Amount of $302,875.00 (Capital Funds)

10.25 Approval to Use Sourcewell Contract 040621-P11 to Purchase a Grapple Loader Debris Truck, SDMC No. 25,0059-RG, Estimated in the Amount of $208,033.56 (Capital Funds)

10.26 Approval to Advertise a Request for Qualifications (RFQ) for Architect/Prototype and Construction Management (CM) at Risk Services for Artisan Lakes Elementary School and Rye Ranch Elementary School (Capital Funds)

10.27 Approval of Daughtrey Elementary School - Administrative Lobby Enhancements - Amendment 3 - Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, in the Amount of $423,329.40 (Capital Funds)

10.28 Approval to Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Braden River and Southeast High Schools - Football Field Turf Replacement (No Financial Impact)

10.29 Approval of Authorization for Superintendent to Provide Funds in Lieu of Educational Facilities Impact Fee Credits for Ranchland Investors and Subsequent Assignees (No Net Financial Impact)

10.30 Approval of Lakewood Ranch High School - Football Field Upgrade Synthetic Turf - Change Order 1 Final - Agreement Between Owner and Jon. F. Swift, Inc., Decrease in the Amount of $414,485.36 (Capital Funds)

10.31 Approval of Braden River and Southeast High Schools - Football Field Turf Replacement - Change Order 1 - Agreement Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, Decrease in the Amount of $788,264.69 (Capital Funds)

10.32 Approval of North County Middle School - Change Order 1 - Agreement Between Owner and Willis A. Smith Construction, Decrease in the Amount of $6,377,822.03 (Capital Funds)

10.33 Approval of Parrish Community High School - Classroom Addition - Change Order 2 - Agreement Between Owner and Williams Company Tampa, Decrease in the Amount of $456,564.10 (Capital Funds)

10.34 Approval of Southeast High School - New Science Building - Change Order 9 - Agreement Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction - Return of Unspent Direct Materials Purchase (DMP) Funds in the Amount of $55,845.22 (Capital Funds)

10.35 Authorize the Superintendent to Execute Memorandum(s) of Understanding with Public and Non-Public Entities for the Establishment of School Evacuation Reunification Sites (General Fund)

10.36 Ratify the Superintendent's Signature of Three Memorandums of Understanding with Manatee Education Association for the Purpose of Addressing Working Conditions at the Start of the 2024-2025 School Year Related to Work Days Before School Begins and Payroll Calendars (No Financial Impact)

Chair Choate closed the Regular Board Meeting and called to order the Public Hearing at 5:19 PM.

11) PUBLIC HEARING

11.1 Public Hearing on the Proposed Changes to the Code of Student Conduct for the 2024-2025 School Year

Chair Choate opened the floor for Public Comment; seeing none, Chair Choate closed the Public Hearing and reconvened the Regular School Board Meeting at 5:20 PM.

11.2 Motion for Approval of Adopting Amendments to the Code of Student Conduct for the 2024-2025 School Year (No Financial Impact)

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

Board Member Messenger noted that the item has been thoroughly discussed and reviewed during Board Meetings as well as during the May 24, 2024 Workshop. Board Members thanked the staff and students involved in the amendment process.

The Board voted.

11.3 Public Hearing on the Proposed Changes to the Student Progression Plan for the 2024-2025 School Year

Chair Choate closed the Regular Meeting and opened the Public Hearing for proposed changes to the Student Progression Plan for the 2024-2025 School Year at 5:22 PM.

There were no public comments during the Public Hearing. Chair Choate closed the Public Hearing and reconvened the Regular School Board Meeting at 5:22 PM.

11.4 Motion for Approval of the 2024-2025 Student Progression Plan for Elementary School, Middle School, High School, and K-12 Virtual Education (No Financial Impact)

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

Board Member Messenger noted that the item had been discussed and reviewed during Board Meetings as well as during the May 24, 2024 Workshop. Board Members thanked the staff involved in the amendment process.

12) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

13) PUBLIC COMMENT FOR NEW BUSINESS ITEMS

There were no public comments for New Business Items.

14) NEW BUSINESS (NON-CONSENT ITEMS)

14.1 Approval of the Budget Amendments for May 2024

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

Ms. Rachel Sellers, Deputy Superintendent of Business Services, provided an overview of the budget amendments for May 2024.

14.2 Approval to Advertise a Notice of Public Notice of Public Hearing to Adopt Tentative Millages and Tentative Budget for Fiscal Year 2024-2025 (General Fund) - updated 7-22-2024

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

Ms. Rachel Sellers, Deputy Superintendent of Business Services, provided an overview of the tentative millages and tentative budget for FY 2024-2025 and noted the request to approve advertisement. The Board asked questions and held discussion.

Board Member Foreman noted the Required Local Effort (RLE) millage rate is a state required millage tax. Board Member Foreman requested that a chart be provided regarding state and local funding comparisons during the presentation of the Tentative Millage and Budget.

Board Member Tatem requested that, during the presentation next week, a chart be provided showing the local millage rate trend.

14.3 Approval of Shared Space and Service Agreement with Manatee Chamber of Commerce for $73,444.00 (First Year) Plus Network Infrastructure Cost Not to Exceed $25,000 (First Year) (General Funds)

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

Superintendent Wysong provided information regarding the service agreement to share space with the existing building owned by the Manatee Chamber of Commerce in Lakewood Ranch. The vacant space would allow the District to expand administrative presence further East. The goal of the space would be a Family Welcome and Support Center as well as a space to facilitate District Employees who travel throughout the District for their day to day duties. This center would be initially staffed by employees of the Office of Student Assignment as well as Transportation and Student Services.

The Board asked questions and held discussion, Mr. Kevin Chapman, Executive Director of Administration, provided additional information.

14.4 Approval of Anna Maria Elementary Guy Harvey Academy of Arts and Science Dock Design - Agreement Between Owner and BWAS Design, LLC, in the Amount of $95,500.00 (State Legislature Appropriation)

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

Superintendent Wysong provided information regarding the state appropriations that fund the Guy Harvey Academy of Arts and Science at Anna Maria Elementary School. The proposed next step is a creation of a

dock on the District property on Anna Maria Island. Superintendent Wysong noted that the project is time sensitive and would be completed judiciously based on the funding requirements set by the State. The item at the Board Meeting would approve the selection of the architect.

The Board asked questions and held discussion.

Additional information regarding the proposed dock and design was provided by Mr. Joseph Ranaldi, Deputy Superintendent of Operations.

15) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

15.1 Motion to Accept of the Resignation of Citizens' Financial Oversight Committee Member

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

Vice-Chair Spray provided information regarding the resignation of the CFOC Member. The Board expressed thanks for the service of Mr. Michael Hartman.

15.2 Discussion Regarding the Appointment of Advocacy Committee Member and Alternate for Florida School Board Association (FSBA)

Every year, the Florida School Board Association requests each member School Board designate a primary and alternate to serve on the FSBA Advocacy Committee. Chair Choate noted he is the current primary member and could continue as the primary member. Chair Choate noted that due to upcoming changes on the Board, Vice-Chair Spray should be the Alternate member for the 2024-2025 year.

15.2a. Motion to Appoint Cindy Spray as the Alternate Advocacy Committee Member

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

The Chair noted that the primary and alternate committee members would be reported to the Florida School Board Association.

15.3 Motion to Approve Master Service Agreement and Engagement Letter with Carr, Riggs & Ingram LLC to Provide Internal Audit Services for the Period July 1, 2024 to June 30, 2025, SDMC No. 25-0666-RG, Estimated at $397,220.00 (General Fund) - attachments added 7/18/2024

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

Board Member Foreman provided background regarding the Audit Committee's recommendation to enter into the Master Service Agreement (MSA) and Letter of Engagement (LOE) with Carr Riggs & Ingram (CRI). Board Member Foreman noted the differences in the annual agreement the company provided the Board this year versus past contracts.

The Board held discussion regarding the MSA and the LOE. Mr. Mark Smith from CRI provided information to the Board and answered questions related thereto.

Vice-Chair Spray noted her desire to start the RFQ/RFP process to look for additional audit firms as it has been multiple years since a new audit firm was selected. Chair Choate stated that the process will be initiated this coming year.

16) INFORMATION ONLY (No Board Action Required)

16.1 Year-to-Date Financial Statements Through May 31, 2024

16.2 Year-to-Date Charter School Financial Statement Summary Through May 31, 2024

17) UPDATES

17.1. INSTRUCTIONAL UPDATE

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

- New Teacher Orientation
- Teacher Summer Professional Learning
- Curriculum Material Update
- MTC Update

17.2. OPERATIONS UPDATE

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

- Human Resources Update
- Upcoming and Recent District Job Fairs
- Transportation
    - Training
    - Job Openings
    - Food Service – 3 million meals from the inception of the summer food programs
    - Maintenance update

17.3. LEGAL DEPARTMENT UPDATE

Mr. Stephen Dye, School Board Atorney, noted the transition has begun between himself and the new School District General Counsel.

18) SUPERINTENDENT REMARKS

Superintendent Wysong updated the Board on the following:

- Welcomed Mr. Pendley to the District as General Counsel
- Thanked Board for approving the Consent Agenda
    - Thanked United Way Suncoast for funding eight (8) paraprofessionals at title-one schools
    - Noted forward momentum on construction projects within the district
- Updated that the District was 97% staffed for instructional positions and hiring will continue
- Encouraged the community to register for school as early as possible

- Noted that regarding the Special Meeting for July 30, 2024, the policies relating to weapons have been withdrawn from consideration pending further input from legal counsel.

19) BOARD COMMENTS

19.1) Board Member Foreman

Board Member Foreman spoke regarding the following:

- Spoke regarding the recent Audit Committee meeting
- Requested an item be added to the next meeting to initiate the start of RFP/RFQ for internal and external auditor
- Stated there will be an upcoming recommendation for the approval of a new audit committee member
- Noted the upcoming Greater Florida Consortium of School Board event in September
- Noted her request for a meeting with the new general counsel

16.2) Board Member Messenger

Board Member Messenger spoke regarding the following:

- Welcomed Mr. Pendley to the District as general counsel
- Thanked District staff for all the hard work to put together the meeting

16.3) Board Member Tatem

Board Member Tatem spoke regarding the following:

- Noted the SSC building flood and thanked the staff for their perseverance
- Spoke regarding a recently attended VPK event at Samoset
- Safety
- Noted that MTC training brings valuable education to adults wishing to advance in a career

16.4) Vice-Chair Spray

Vice-Chair Spray spoke regarding the following:

- Resignation of members of the committees
- Noted SDMC Summer graduation was at Southeast High School July 25 at 6pm
- Thanked HR for all their work to process new and transferring employees

16.5) Chair Choate

Chair Choate spoke regarding the following:

- Thanked staff for working hard to put together a successful meeting
- Welcomed Mr. Pendley as the new District general counsel

20) ADJOURNMENT

There being no further business to come before the Board, Chair Choate adjourned the Meeting at 6:39 PM.

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Chad Choate III,
Chairman

NOTICE

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

Minutes
July 25, 2023
Board Workshop - 9:00 AM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

I) CALL TO ORDER

Attendee Name	Status
Dr. Jason Wysong, Superintendent Rachel Sellers, Deputy Superintendent of Business Services Joseph Ranaldi, Deputy Superintendent of Operations Chad Choate, Chair Cindy Spray, Vice-Chair Gina Messenger, Board Member Mary Foreman, Board Member (Arrived 9:10am) Richard Tatem, Board Member Stephen Dye, Board Attorney Kevin Pendley, General Counsel	Present

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

II) PUBLIC COMMENTS

There were no public comments.

III) WORKSHOP

1. Audit Committee Quarterly Report to the Board and Carr Riggs & Ingram Payroll Audit Report

Audit Committee Chair James Daniel provided the Audit Committee quarterly report to the Board.
The Board asked questions and held discussion. Included in the presentation to the board was the following topics:

- Approval of the Audit Committee's Audit Report of the Payroll Department
- Update to the Fiscal Year 6/2024 Audit Plan
- Engagement Letter with CRI
- Proposed 2024-2025 Audit Plan
- Facilities Educational Planning and Construction Audit Completion
- RFP for Internal Audit Services for FY 2024-2025
- Request / Search for Additional Qualified Members

Mr. Mark Smith, of Carr Riggs & Ingram (CRI), provided the Board a presentation regarding the outcome of the recently completed District Payroll Audit Report. Included in the presentation were the following:

- Executive Summary
- Background
- Objectives and Approach
- Observations
- Testing Procedures

The Board asked questions and held discussion. Additional information was provided by Mr. Kevin Pendley, General Counsel and Mr. Stephen Dye, School Board Attorney throughout the presentations.

Superintendent Wysong stated his thanks to the payroll department and noted the complexity of payroll operations.

2. Board Discussion Regarding the Audit Committee and the Citizen Financial Oversight Committee (CFOC)

Vice-Chair Spray stated the first request of the CFOC is to receive all spending regarding millage, to include salaries and STEAM millage money, from Charter Schools. Currently the data given to the CFOC from Charter Schools include data associated with STEAM spending only. Information regarding the request was provided by Ms. Rachel Sellers, Deputy Superintendent of Business Services, and Mr. Stephen Dye, School Board Attorney.

The Board held discussion and asked questions.

Board Member Foreman requested advice from counsel regarding potential recourse if a request was made by the District, and the charter school declined to provide information. Mr. Kevin Pendley, District Counsel, pointed out that the charter schools' contracts do cover the appropriate use of funds, which includes millage. Superintendent Wysong mentioned that, currently, there is no issue with obtaining the necessary information from Charter Schools.

Ms. Sellers, Deputy Superintendent of Business Services, relayed details about how Charter Schools currently submit their reports. She mentioned that while these schools have been consistent in providing data on an annual basis, they have to date declined to do so quarterly.

Responding to a question posed by Board Member Foreman, Mr. Pendley noted that the district uses the state standard contract forms for charter schools. Further study would be needed for a thorough response, but incorporating a clause for quarterly financial reporting into contract renewals would be appropriate.

Chair Choate noted the consensus of the Board is to request all millage spending be reported to the district to include the Charter Schools going forward to include the 2023-2024 annual report that the Committee is working on currently.

Board Member Messenger proposed the CFOC allow an external firm to produce the annual audit / report for the Citizens Financial Oversight Committee. Board Member Tatem and Board Member Foreman agreed with the proposal. The Board held discussed regarding using an external audit firm.

Additional information and discussion was provided by CFOC Chair, Ms. Susan Harrigan, and Audit Committee Chair, Mr. James Daniel.

Chair Choate noted there is a consensus on the Board to have the CFOC engage an external auditor do the audit of the Millage money starting during the 2024-2025 FY.

Board Member Messenger stated for clarification that the Board intends for the CFOC to act as directors for the Millage Audit to establish its scope and parameters. The goal is to simplify, clarify, and improve oversight with the help of an auditor, and the Committee is asked to employ the internal auditor hired by the Board.

Board Member Foreman noted the suggestion that the Audit Committee charter be amended, at a later time, to have a member of the CFOC involved in the selection of the internal auditor for the District.

Vice-Chair noted that the 2023-2024 data compilation is nearing completion, and the CFOC wishes to conclude the annual report collectively as planned. With direction from the Board, the committee will use the internal auditor from the 2024-2025 academic year onwards.

Chair Choate called for a brief recess at 11:13 AM and reconvened at 11:25 AM.

Chair Choate stated Board consensus on the following:
a. Provide 100% year-end Financial Data regarding Millage to CFOC; acknowledging that Charter School data will be provided, once given to the District.
b. Approve an external firm for future audits starting with the 2024-2025 fiscal year.
c. Update the CFOC charter to incorporate authorization of an auditor, with an Audit Committee charter revision planned to include CFOC in the Auditor Selection Committee.
d. Advise amending the CFOC charter to have a minimum of 5 members instead of 7 and keep the maximum at 12 members.
e. Board agrees that CFOC annual report be due February 1 following the fiscal year end.

Superintendent Wysong noted the upcoming Meeting on July 30, 2024 at 5:05 PM. Included in that meeting will be the proposed budget for the upcoming year, approval of policies, an item regarding school grades result, and a request for flexibility regarding specific schools.

V) ADJOURNMENT

Minutes: Chair Choate adjourned the Workshop at 11:43 AM.

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Chad Choate, III
Chairman

NOTICE

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

Minutes
July 30, 2024
Special School Board Meeting and Public Hearing - 5:05 PM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

1) CALL TO ORDER

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

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

2) APPROVAL OF THE AGENDA

2.1 Motion to Approve the Agenda and Amendments

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

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

Agenda amended on Friday July 26, 2024, to **update** Presentation Agenda Item *Presentation Regarding the 2024-2025 Tentative Millage Rate and Tentative Budget - attachment updated 7-26-2024* **with** attachment *Presentation - 2024-25 Tentative Budget Hearing-updated 7-26-2024.*

Agenda amended on Friday July 26, 2024, to **add** *Presentation item 2023-2024 FLDOE School and District Accountability.*

Agenda amended on Friday July 26, 2024, to **add** Public Hearing / New Business item *Authorize the Superintendent to Utilize the Flexibility Established Per Florida Statute 1001.42(21) to Establish Salary Incentives or Other Strategies up to $500,000.00 that Address the Selection, Placement, Compensation,*

and Expectations of Instructional Personnel, Including Executing Memorandum(s) of Understanding (Multiple Funding Sources).

3) PRESENTATION

3a. Presentation Regarding the 2024-2025 Tentative Millage Rate and Tentative Budget

Superintendent Wysong thanked the District Budget and Finance staff for their hard work to complete this presentation.

Ms. Rachel Sellers, Deputy Superintendent of Business Services, provided the Board a presentation regarding the 2024-2025 Tentative Millage Rates to include the following:

- Statutory Requirements / Timeline
- Roll-Back Rate
- Millage Rate Trend (2024-2025 Tentative)
- State FEFP Funding and Required Local Effort (RLE) Revenue
- Proposed Tentative Millage
- Proposed Tentative Budget
- Adoption of Tentative Millage Rate
- Adoption of Tentative Budget

The Board asked questions and held discussions. Additional information regarding the Tentative Budget was provided by Ms. Gina Maliniak, Budget Director. Ms. Sellers noted that the rates presented were best estimates and that the final report will be presented September 10, 2024.

Vice Chair Spray requested for future meetings regarding budget be held at 5:30 PM. Board Member Messenger stated that the times were set by the Board and are open for scheduling during the November reorganization meeting.

Board Members expressed their appreciation to the District staff for the work on the Tentative Millage and Budget initial reports.

3b. 2023-2024 FLDOE School and District Accountability

Mr. Derek Jensen, Deputy Superintendent of Instructional Services, provided the Board a presentation. Included in the presentation were the following:

- Assessment Timeline
- School Grade Components
- Elementary School Grading Scale
- School Grades
- School Grade Celebrations
- District Grading Scale
- 2023-2024 SDMC District Grade
- District Grade History
- District Data
- 3rd Grade Reading
- Semester 2 Instructional Responses
- Florida Statute 1001.42(21)

The Board asked questions and held discussion. Mr. Jensen highlighted the importance of the gains made by the District and described improvements in all SDMC Achievement Categories in 2023-2024. Mr. Jensen reported that the School District of Manatee County was awarded a grade of "B".

The Board requested historical data regarding 3rd grade reading results for reference. Mr. Jensen stated the information would be provided to all Board Members.

4) PUBLIC HEARING/NEW BUSINESS

Chair Choate closed the public meeting and opened the public hearing at 6:26 PM for the Board to hear public comments regarding the 2024-2025 tentative millage rates and tentative budget and answer questions related thereto.

4a. Public Hearing Regarding the 2024-2025 Tentative Millage Rates and Tentative Budget

Chair Choate opened the floor for public comments; there were no requests for public comments. Chair Choate closed the public hearing and reconvened the regular meeting at 6:26 PM.

4b. Motion to Approve the Adoption of the 2024-2025 Tentative Millage Rate of 6.299

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

4c. Motion to Approve the Adoption of the 2024-2025 Tentative Budget, in the Amount of $1,590,763,809.00

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

4d. Public Hearing for Consideration to Adopt and Amend School Board Policies

Chair Choate closed the Regular Meeting and opened the Public Hearing at 6:30 PM for the Board to hear public comments regarding the adoption and amendments of school board policies and answer questions related thereto.

There were no requests for public comments. Chair Choate closed the public hearing and reconvened the regular meeting at 6:30 PM.

4e. Motion to Approve and Adopt New Policy and Amend School Board Policies

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

The Superintendent stated the Policies for adoption and amendment. The policies included were: Policies 1210, 3210, 4210, 1242, 3242, 4242, 1362, 3362, 4362, 2120, 2210, 2271, 5517.01, 7540, 7540.04, 8305, 8330, Policy 8405, Policy 8600, Policy 8600.04, and Policy 8651.

The Superintendent noted that although advertised as being updated, the following policies will not be changed at this time. Current Policies 1217, 3217, 4217 will not be rescinded, current Policy 5772 will not be revised, and New Policy 7217 will not be considered.

Chair Choate noted all policies contained in the motion had been reviewed during a prior Board Workshop.

4f. Motion to Authorize the Superintendent to Utilize the Flexibility Established per Florida Statute 1001.42(21) to Establish Salary Incentives or Other Strategies that Address the Selection, Placement, Compensation, and Expectations of Instructional Personnel, Including Executing Memorandum(s) of Understanding, up to $600,000.00 (Multiple Funding Sources)

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

Chair Choate noted the item had been discussed during the prior presentation by Mr. Derek Jensen, Deputy Superintendent of Instructional Services, as well as during one-on-one briefings with the Superintendent.

5) PUBLIC COMMENT AND RESPONSES (UP TO 60 MINUTES)

There were no public comments. The Board Members made comment, and requested clarification regarding resources that are specifically for Title 1 Schools. Additional information was provided by Mr. Derek Jensen, Deputy Superintendent of Instruction, who noted the specific effort and resources from the State and the District to improve school grades.

6) ADJOURNMENT

There being no further business to come before the Board, Chair Choate adjourned the Meeting at 6:39 PM.

_____

Chad Choate III,
Chairman

NOTICE

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

AGENDA ITEM NO. 7.1

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Good News Moment

Executive Summary
The School Board recognizes a "Good News" story promoting the achievements and successes of our students, schools and employees found on the District's Good News page at manateeschools.net/goodnews.

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. 7.2

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Chalkboard Champions Day of Giving

Executive Summary
Carl Reynolds Law and WWSB ABC 7 combined to gather school supplies and raised more than $30,000 for students and teachers during their "Chalkboard Champions Day of Giving" on Friday, August 9, 2024, which ran from 5 a.m. until 8 p.m. at four Carl Reynolds Law locations.

The School Board will recognize Carl Reynolds Law and WWSB ABC 7 for their generous contributions to our schools.

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

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

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

AGENDA ITEM NO. 9.1

School Board of Manatee County
August 27, 2024 - Regular Board Meeting

Title
Personal Financial Literacy and Money Management Instructional Materials Adoption Plan - Updated 8-23-2024

Executive Summary
Mr. Derek Jensen, Deputy Superintendent of Instruction, and Mrs. Tiffany Spradling, Secondary Curriculum Director, will present information regarding the Personal Financial Literacy and Money Management instructional materials adoption process.

Contact
Submitting Department: Curriculum and Professional Learning
Initiated By: Tiffany Spradling

Attachments:
PFLMM Adoption - Board Presentation - added 8-23-2024

Personal Financial Literacy and Money Management

Instructional Materials Adoption Process

August 27, 2024

School Board Meeting

Statute and Policy

- Florida law and School Board policy 2520 (*Selection and Adoption of Instructional Materials*) requires the School Board to adopt and provide adequate instructional materials to students enrolled in the School District of Manatee County.

Personal Financial Literacy and Money Management

- Pursuant to Florida Statute 1003.41 and 1003.4282, all students entering 9th grade beginning with the 2023-2024 school year must earn one-half credit in personal financial literacy and money management.
- FDOE has developed the **Grades 9-12 Personal Financial Literacy and Money Management** course and included the course in its instructional materials adoption cycle for the 2024-25 school year.

State Course Requirements

Instruction must include discussion of or instruction in all of the following:

1. Types of bank accounts offered, opening and managing a bank account, and assessing the quality of a depository institution's services.
2. Balancing a checkbook.
3. Basic principles of money management, such as spending, credit, credit scores, and managing debt, including retail and credit card debt.
4. Completing a loan application.
5. Receiving an inheritance and related implications.
6. Basic principles of personal insurance policies.
7. Computing federal income taxes.
8. Local tax assessments.
9. Computing interest rates by various mechanisms.
10. Simple contracts.
11. Contesting an incorrect billing statement.
12. Types of savings and investments.
13. State and federal laws concerning finance.

Instructional Materials Review Committee

- Comprised of teachers, school-based administrators, instructional specialists, parents, and community members
- Committee member application available for community members
  - District website > Curriculum > Textbook Adoption
  - August 28-September 4, 2024
  - Decision notification by September 6, 2024
- Committee virtual training on September 10, 2024

Adoption Process Timeline

- Establish review committees (August-September 2024)
- Publishers submit intent to participate (August 2024)
- Technology pre-screen (August 2024)
- Publishers present materials to committee (September 18, 2024)
- Committee determines finalist selections (September 25, 2024)
- Conduct cost analysis (late-September-October 2024)
- School sites complete online voting (late-September-October 2024)
- Committee convenes to rank order final selections (October 4, 2024)
- School Board consideration of committee's ranked recommendations (October 22, 2024)
- Order materials following publication of state adoption list (May-June 2025)

Family and Community Engagement

- Serve as a committee member
  - District website > Curriculum > Textbook Adoption
  - Application available August 28-September 4, 2024
- Review Instructional Materials
  - Materials will be available September 12
  - Online in digital format (District website > Curriculum > Textbook Adoption)
  - Physically at the Professional Support Center
- Provide feedback to be shared with the Instructional Materials Review Committee

2024-25 Instructional Materials Implementation Update

- All social studies print materials were delivered to K-12 campuses in Summer 2024.
- All science print materials have been delivered to K-12 campuses except for HS Marine Science, expected in late-September.
- Digital access for all K-12 social studies and science courses are available for teacher and student use.

Personal Financial Literacy and Money Management

Instructional Materials Adoption Process

August 27, 2024

School Board Meeting

AGENDA ITEM NO. 10.1

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

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

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

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

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
HR Board Material August 27, 2024

Type		Information/Position/Location	Eff Date
Appointment/Admin			
	Baskin, Gerald	Behavior Specialist Rogers Garden-Bullock Elementary **(Range $53,667-$97,841)**	7/29/2024
	Von Gruenigen, Carol	School Nurse, RN Jain Middle **(Range $40,879-$75,399)**	8/5/2024
Appointment/Para			
	Boss, Kristin	Teacher Aide, ES Bashaw Elementary	8/5/2024
	Carico, Heather	Teacher Aide, ES Abel Elementary	8/8/2024
	Carson, Lindsy	Teacher Aide, ESE Harvey Elementary	8/5/2024
	Collazo Sepulveda, Naiomy	Teacher Aide, ESE Rogers Garden-Bullock Elementary	8/5/2024
	Crespo, Yesenia	Teacher Aide, ESOL Rogers Garden-Bullock Elementary	8/5/2024
	Denius, Stacy	Teacher Aide, ESE Freedom Elementary	8/5/2024
	Dyson, Jessie	Teacher Aide, Pre-K Integrated Sea Breeze Elementary	8/5/2024
	Eldridge, Della	Teacher Aide, ESE Nolan Middle	8/4/2024
	Elrod, Molly	Teacher Assistant, MS, ISS Jain Middle	8/5/2024
	Ernsting, Cecilia	Teacher Aide, ESE Tillman Elementary	8/5/2024
	Evans, Candise	Teacher Aide, ESE Samoset Elementary	8/4/2024
	Flores, Martha	Teacher Aide, ESOL Lincoln Middle	8/7/2024

Type		Information/Position/Location	Eff Date
	Galati, Natasha	Teacher Aide, ESE King Middle	8/4/2024
	Gauthier, Mary	Computer Lab Manager Prine Elementary	8/7/2024
	Giuliano, Vito	Teacher Aide, ESE, One-on-One Parrish Community High	8/4/2024
	Guiterrez Quinones, Laura	Teacher Aide, ESOL Bayshore High	8/5/2024
	Houston, Teriq	Teacher Aide, ESE Southeast High	8/7/2024
	Hylton, Alecia	Teacher Aide, HS Southeast High	8/12/2024
	Johnson, Lew	Teacher Assistant, HS, ISS Parrish Community High	8/5/2024
	Johnston, Christina	Teacher Aide, ESE, One-on-One Harvey Elementary	8/5/2024
	Kielek, Karla	Teacher Aide, ESE Tillman Elementary	8/7/2024
	Korompilas, Debbie	Teacher Aide, ESE Freedom Elementary	8/5/2024
	Kropp, Jennifer	Teacher Aide, ESE, One-on-One Moody Elementary	8/5/2024
	Leyva, Rosie	Teacher Aide, ESOL Rogers Garden-Bullock Elementary	8/5/2024
	Lipman, Hilary	Teacher Aide, ESE Samoset Elementary	8/5/2024
	Margulies, Robert	Teacher Aide, ES, Title I Bayshore Elementary	8/12/2024
	Mason, Samuell	Teacher Aide, ES Daughtrey Elementary	8/5/2024

Type		Information/Position/Location	Eff Date
	McCue, Melissa	Teacher Aide, ESE McNeal Elementary	8/8/2024
	McGaha, Linda	Teacher Aide, ESE Blackburn Elementary	8/5/2024
	McManus, Keith	Teacher Aide, ESE, One-on-One Manatee High	8/5/2024
	Mierzejewska, Mariola	Teacher Aide, ESE Tillman Elementary	8/9/2024
	Miller, Madison	Teacher Aide, Pre-K Integrated Palmetto Elementary	8/4/2024
	Miller, Susan	Teacher Aide, ES Johnson K-8	8/4/2024
	Nixon, Deloris	Teacher Aide, ES Williams Elementary	8/5/2024
	Nordquist, Stephanie	Teacher Aide, ESE Rogers Garden-Bullock Elementary	8/5/2024
	Olivares, Amanda	Teacher Aide, ESE Abel Elementary	8/5/2024
	Ortiz, Rosa	Teacher Aide, ESE Rogers Garden-Bullock Elementary	8/5/2024
	Parker, Shelley	Teacher Aide, ESE, One-on-One Williams Elementary	8/5/2024
	Quintana, Racquel	Teacher Aide, ESE, One-on-One Harvey Elementary	8/5/2024
	Romero, Guadalupe	Teacher Aide, ESE Abel Elementary	8/4/2024
	Ryder, Margo	Health Aide Southeast High	8/5/2024
	Samuel, Aliyah	Teacher Aide, ES Daughtrey Elementary	8/5/2024

Type		Information/Position/Location	Eff Date
	Sanchez, Ivelisse	Home School Liaison Samoset Elementary	7/28/2024
	Simpson, Emily	Teacher Aide, ESE Prine Elementary	8/5/2024
	Toglia, Sabrina	Teacher Aide, ESOL Sugg Middle	8/5/2024
	Torres, Lina	Teacher Aide, ESOL Haile Middle	8/7/2024
	Torrey, Emily	Teacher Aide, ES Harvey Elementary	8/5/2024
	Velez, Erika	Teacher Aide, ESE, One-on-One Williams Elementary	8/5/2024
	Walker, Denisha	Teacher Aide, Pre-K Williams Elementary	8/5/2024
	Weeks, Savannah	Teacher Aide, ES Rogers Garden-Bullock Elementary	8/5/2024
	Westra, Scott	Physical Education Tech Williams Elementary	8/5/2024
	Whiddon, Susan	Teacher Aide, Pre-K Integrated Witt Elementary	8/4/2024
Appointment/Prof			
Req. 11418	*Alfonso, Maridel*	Third Grade Teacher Manatee Elementary **B.A. Philippine Normal University**	8/5/2024
Req. 11551	*Arambulo, Patricia*	Fourth Grade Teacher Rogers Garden-Bullock Elementary **B.S. Valdosta State University**	8/5/2024
Req. 11437	*Bagwell, Tiffany*	Fourth Grade Teacher Tillman Elementary **B.S. Kennesaw State University**	8/5/2024
Req. 11940	*Balcazar, Diego*	First Grade Teacher Rogers Garden-Bullock Elementary **M.A. Grand Canyon University**	8/5/2024

Type		Information/Position/Location	Eff Date
Req. 11671	Ballard, Ryan	Student Support Specialist Sugg Middle **Ed.D. Northeastern University**	8/5/2024
Req. 11893	Bartoo, Lyndsey	Kindergarten Teacher Rogers Garden-Bullock Elementary **B.A. Westminster College**	8/5/2024
Req.11723	Beekharry, Alexander	Teacher, Science, HS Palmetto High **M.S. Florida Atlantic University**	8/5/2024
Req. 11607	Bintz, Thomas	Teacher, Mathematics, HS Palmetto High **B.A. Northern Kentucky University**	8/5/2024
Req. 11782	Bollmeyer, Lyn	Teacher, Art, HS Manatee High **M.A. University of South Florida**	8/5/2024
Req. 11848	Boone, Jennie	First Grade Teacher Witt Elementary **B.S. Wilmington University**	8/6/2024
Req. 11669	Burkhardt, Peter	Kindergarten Teacher Sea Breeze Elementary **M.Ed. Western Governors University**	8/5/2024
Req. 11204	Cansdale, Emma	Fourth Grade Teacher Samoset Elementary **B.A. Baldwin Wallace University**	8/5/2024
Req. 10971	Carpenter, Melissa	Teacher, ESOL Resource Moody Elementary **M.A. Adams State University**	8/5/2024
Req. 11215	Calhoun, Katharine	Teacher, VE Bayshore High **B.A. University of South Florida**	8/4/2024
Req. 11527	Carrillo, Tomas	Student Support Specialist Parrish Community High **B.A. University of South Florida**	8/5/2024

Type		Information/Position/Location	Eff Date
Req. 11035	Casteel, Kayla	Fourth Grade Teacher Gullett Elementary **B.A. University of Southern Indiana**	8/5/2024
Req. 10979	Castillo, Johana	Teacher, ASD Rogers Garden-Bullock Elementary **M.A. Caribbean University**	8/5/2024
Req. 11550	Chiu, Wen-Chi	Teacher, Pre-K Handicapped Kinnan Elementary **B.S. University of California**	8/5/2024
Req. 11655	Ciasto, Kailah	Fourth Grade Teacher Palm View K-8 **BSW University of Indianapolis**	8/7/2024
Req. 11808	Cromartie, Kiara	Teacher, Language Arts, MS Lee Middle **B.S. University of Central Florida**	8/4/2024
Req. 11152	Cummings, Stacy	Fifth Grade Teacher Rogers Garden-Bullock Elementary **M.Ed. American College of Education**	8/5/2024
Req. 11668	Cushing, Katelyn	Teacher, Language Arts, HS Palmetto High **B.A. University of Kentucky**	8/4/2024
Req. 11258	Daum, Jennifer	Teacher, Pre-K Handicapped Rogers Garden-Bullock Elementary **B.S. Indiana University of Pennsylvania**	8/5/2024
Req. 11709	Davis, Aleceya	Fifth Grade Teacher Moody Elementary **M.S. Southern Illinois University**	8/5/2024
Req. 11422	Denise, Abigail	Teacher, VE/SC Manatee Elementary **M.A. University of South Florida**	8/5/2024
Req. 11381	Dewey, Susanmarie	Teacher, World Language, MS Haile Middle **B.A. University of Iowa**	8/5/2024
Req. 11661	Driggers, Katherine	Teacher, EBD/SC	8/5/2024

Type		Information/Position/Location	Eff Date
		Parrish Community High **MSW University of Illinois**	
Req. 11570	Drown, Cameron	Fourth Grade Teacher Myakka Elementary **B.S. Southeastern University**	8/8/2024
Req. 11590	Dubernas, Melissa	Second Grade Teacher Oneco Elementary **B.S. Western Governors University**	8/5/2024
Req. 11834	Dye, James	Teacher, Mathematics, HS Palmetto High **B.S. Marshall University**	8/4/2024
Req. 11754	Fairley, Johni	Teacher, Reading, HS Palmetto High **B.A. University of South Florida**	8/4/2024
Req. 11930	Ferri, Peter	Teacher, Mathematics, MS Lincoln Middle **MBA University of Virginia**	8/4/2024
Req. 11705	Fleming, Christine	Teacher, IND/SC Lincoln Middle **B.S. University of Central Florida**	8/8/2024
Req. 10980	Furman, Joan	Fifth Grade Teacher Johnson K-8 **B.S. Saint Leo University**	8/5/2024
Req. 11347	Gabree, Marjorie	Teacher, Science, MS Lee Middle **M.A. Samar State Polytechnic College, Philippines**	8/5/2024
Req. 11304	Gates, Catherine	Teacher, Music, MS King Middle **M.M. The Catholic University of America**	8/4/2024
Req. 11253	Gardner, Karen	Teacher, VE Palmetto Elementary **B.S. Minnesota State University**	8/5/2024
Req. 11728	Geldmaker, Stephanie	Teacher, VE	8/5/2024

Type		Information/Position/Location	Eff Date
		Sugg Middle **B.A. Lynchburg College**	
Req. 11063	Gilsenan, Nicole	Third Grade Teacher Moody Elementary **B.S. SUNY Oneonta**	8/5/2024
Req. 11576	Gleason, Jennifer	Kindergarten Teacher Harvey Elementary **B.S. University of Nevada**	8/5/2024
Req. 11997	Griffon, Joy	Second Grade Teacher Daughtrey Elementary **B.A. University of South Florida**	8/12/2024
Req. 11287	Hagan, Brittany	ESE Specialist Professional Support Center **M.Ed. Loyola University Chicago**	8/5/2024
Req. 11438	Hamilton, Kara	Teacher, Language Arts, HS Braden River High **B.A. University of Central Florida**	8/5/2024
Req. 11059	Hernandez, Colleen	Teacher, ASD Freedom Elementary **B.S. University of South Florida**	8/5/2024
Req. 10970	Horner, Chelsea	First Grade Teacher Williams Elementary **B.A. University of Central Florida**	8/5/2024
Req. 11651	Hsu, Stephanie	Teacher, VE/SC Prine Elementary **B.S. University of Florida**	8/5/2024
Req. 11745	Huber, Kelly	Third Grade Teacher Myakka Elementary **B.S. University of Central Florida**	8/8/2024
Req. 11416	Huggins, Lydia	Teacher, Art, MS Sugg Middle **M.A. Lindenwood University**	8/5/2024
Req. 11951	Johnson, Leslie	Teacher, Kindergarten Williams Elementary	8/4/2024

Type		Information/Position/Location	Eff Date
		B.S. University of South Florida	
Req. 11737	*Jones, Bryan*	Third Grade Teacher Harvey Elementary **B.S. State University of New York (SUNY)**	8/8/2024
Req. 11455	*Kepler, Kalei*	Teacher, Language Arts, HS Braden River High **B.A. Northwest University**	8/5/2024
Req. 11146	*Latoja, Joy*	Teacher, Language Arts, MS Lee Middle **M.A. Marikina Polytechnic College**	8/5/2024
Req. 10882	*Lazzari, Michael*	Teacher, IND/SC Palmetto High **B.S. SUNY Empire State College**	8/5/2024
Req. 11040	*Lee, Shaneka*	Teacher, Mathematics, HS Palmetto High **B.Ed. The University of West Indies**	8/5/2024
Req. 10863	*Lewis, Kenesha*	Teacher, Mathematics, HS Palmetto High **B.Ed. The Mico University College, Jamaica**	8/5/2024
Req. 10857	*Light, Kailee*	Kindergarten Teacher Harvey Elementary **B.S. University of Central Florida**	8/5/2024
Req. 11064	*Lillemon, Samantha*	Teacher, VE/SC Moody Elementary **B.Ed. Bowling Green State University**	8/5/2024
Req. 11443	*Loudermilk, Rebecca*	First Grade Teacher Samoset Elementary **B.A. University of South Florida**	8/5/2024
Req. 11693	*Lugananni, Kelsey*	Teacher, Music, ES Manatee Elementary **BME Florida Southern College**	8/5/2024
Req. 11730	*Mainstone, Angela*	Teacher, Reading, MS	8/5/2024

Type		Information/Position/Location	Eff Date
		Jain Middle **B.A. Butler University**	
Req. 11836	Mancuso, David	Teacher, Business Technology Educ. Manatee Technical College **M.S. The John Hopkins University**	8/1/2024
Req. 11126	Marquez, Mary	Teacher, Science, MS Buffalo Creek Middle **B.Ed. Divine Word College of Calapan, Philippines**	8/5/2024
Req. 11714	Martinez, Brigitte	Teacher, Pre-K Handicapped McNeal Elementary **B.S. Purdue University**	8/5/2024
Req. 11140	Mason, Gretchen	Teacher, Arts, ES Blackburn Elementary **B.F.A. Wells College**	8/5/2024
Req. 11578	McKeever, Kylie	Teacher, VE Jain Middle **B.S. State College of Florida**	8/5/2024
Req. 10856	McLaughlin, William	Fifth Grade Teacher Harvey Elementary **B.S. University of Rhode Island**	8/5/2024
Req. 10923	McNamara, Hailey	Teacher, EBD/SC Southeast High **M.S. Touro College**	8/5/2024
Req. 11372	Meservey, Michele	ESE Specialist Professional Support Center **M.Ed. University of West Florida**	8/5/2024
Req. 11666	Montgomery, Mia	Student Support Specialist Sugg Middle **M.S. Nova Southeastern University**	8/5/2024
Req. 11681	Morvan, Rodney	Teacher, Technology Palmetto High **B.S. Barry University**	8/7/2024
Req. 11809	Mulligan, Christina	Third Grade Teacher	8/4/2024

Type		Information/Position/Location	Eff Date
		McNeal Elementary **M.S. Walden University**	
Req. 11942	Mullinax, Hannah	Second Grade Teacher Moody Elementary **MSW Winthrop University**	8/5/2024
Req. 11474	Murphy, Alesha	Teacher, IND/SC Parrish Community High **B.A. Western Governors University**	8/4/2024
Req. 11580	Olson, Kristen-Marie	Speech & Language Pathologist Willis Elementary **B.S. University of South Florida**	8/7/2024
Req. 11442	Padro, Jaycey	Second Grade Teacher Willis Elementary **M.S. University of Bridgeport**	8/5/2024
Req. 11132	Palitto, Mark	Teacher, Welding Manatee Technical College **NCCR Certified Instructor Training**	7/30/2024
Req. 11587	Parker, William	Teacher, Dropout Prevention, MS Lincoln Middle **B.S. University of Rhode Island**	8/4/2024
Req. 11760	Parlor, Paula	First Grade Teacher Williams Elementary **B.S. Ashworth College**	8/5/2024
Req. 11729	Ping, Ashley	Second Grade Teacher Freedom Elementary **B.S. Florida Southwestern State College**	8/7/2024
Req. 11652	Potter, Lily	Teacher, Reading, HS Braden River High **B.S. University of South Florida**	8/4/2024
Req. 11769	Rademacher, Haley	Third Grade Teacher Samoset Elementary **MPH University of Florida**	8/5/2024
Req. 11269	Reeves, Jennifer	Teacher, Mathematics, MS Jain Middle	8/5/2024

Type		Information/Position/Location	Eff Date
		M.A. Alliant International University	
Req. 11192	*Rodgers, Kaitlyn*	Teacher, VE Daughtrey Elementary **M.Ed. Seton Hall University**	8/5/2024
Req. 11426	*Romberger, Caitlin*	First Grade Teacher Daughtrey Elementary **B.A. University of Florida**	8/5/2024
Req. 11355	*Royston, Emily*	Fifth Grade Teacher Myakka Elementary **B.S. Illinois State University**	8/5/2024
Req. 11758	*Saint Hilaire, Takeisha*	Teacher, Language Arts, HS Parrish Community High **MBA Grand Canyon University**	8/5/2024
Req. 11417	*Salinas Carias, Stephanie*	Teacher, ESOL, Resource Sugg Middle **M.A. University of Tampa**	8/5/2024
Req. 11072	*Satahoo Graham, Aneisha*	Fifth Grade Teacher Oneco Elementary **B.Ed. International University of the Caribbean**	8/5/2024
Req. 11735	*Schrier-Simmons, Lauren*	College & Career Advisor Braden River High **B.A. University of South Florida**	8/4/2024
Req. 11166	*Scott, Clayton*	Fifth Grade Teacher Moody Elementary **Ed.D. Liberty University**	8/5/2024
Req. 11751	*Shimmell, Mercedes*	Third Grade Teacher Manatee Elementary **B.A. University of South Florida**	8/4/2024
Req. 11494	*Simmons, Shelby*	Speech & Language Pathologist Blackburn Elementary **M.A. University of Iowa**	8/5/2024
Req. 11095	*Sizemore, Mallory*	Teacher, Science, MS Nolan Middle	8/8/2024

Type		Information/Position/Location	Eff Date
		B.S. Sam Houston State University	
Req. 10903	*Skelton, Jenna*	Teacher, Language Arts, MS Jain Middle **M.Ed. University of Hartford**	8/5/2024
Req. 11674	*Snodgrass, Cailei*	Fifth Grade Teacher Prine Elementary **M.A. University of South Florida**	8/8/2024
Req. 11907	*Sowa, Audrey*	Teacher, Reading, HS Manatee High **B.A. Florida International University**	8/7/2024
Req. 11133	*Stanley, Lauren*	Second Grade Teacher Bayshore Elementary **B.Ed. Liberty University**	8/5/2024
Req. 10878	*Stark, Luke*	Teacher, Language Arts, HS Parrish Community High **B.S. University of South Florida**	8/4/2024
Req. 11897	*Stennett, Jessica*	Kindergarten Teacher Tara Elementary **B.S. University of Southern Mississippi**	8/4/2024
Req. 11619	*Szafran, Haleigh*	Teacher, Art, HS Braden River High **B.A. Florida State University**	8/5/2024
Req. 11959	*Tacuba-Roblero, Esteffani*	Teacher, Physical Education, ES Daughtrey Elementary **B.S. St. Petersburg College**	8/9/2024
Req. 11838	*Thomas, Alex*	Teacher, Physical Education, HS Palmetto High **B.S. Miami University**	8/6/2024
Req. 11970	*Thomas, Shaloana*	Teacher, Social Studies, MS Lincoln Middle **M.Ed. Barry University**	8/4/2024
Req. 11411	*Thompson, Elizabeth*	Teacher, Music, ES Bayshore Elementary **BME Southeastern University**	8/8/2024

Type		Information/Position/Location	Eff Date
Req. 11147	*Topping, Emily*	Third Grade Teacher Williams Elementary **M.S. State University of New York**	8/5/2024
Req. 11806	*Troyer, Amanada*	Second Grade Teacher Moody Elementary **B.A. Colorado State University**	8/5/2024
Req. 11538	*Tschida, Samuel*	Teacher, Social Studies, HS Parrish Community High **M.S. Florida State University**	8/5/2024
Req. 11000	*Tutunick, Amy*	Fifth Grade Teacher Rogers Garden-Bullock Elementary **M.S. Nova Southeastern University**	8/5/2024
Req. 11334	*Velasquez Bolivar, Maria*	Third Grade Teacher Oneco Elementary **B.A. Carabobo University**	8/5/2024
Req. 11350	*Vines, Janet*	Fifth Grade Teacher Oneco Elementary **B.A. Florida Atlantic University**	8/4/2024
Req. 10843	*Walter, Victoria*	Teacher, Science, HS Manatee High **B.S. University of Florida**	8/5/2024
Req. 11281	*Warnock, Amelia*	Teacher, ASD Tillman Elementary **B.S. Colorado Mesa University**	8/7/2024
Req. 10825	*Webb, Brian*	Teacher, ROTC/Military Train, HS Braden River High **B.A. Trident University International**	7/22/2024
Req. 11919	*Weissberg, Arlene*	Teacher, VE/SC Williams Elementary **M.S. Florida International University**	8/12/2024
Req. 11051	*Wolfe, Bonnie*	Teacher, ESOL, Resource Sugg Middle **M.Ed. University of Arkansas**	8/5/2024

Type		Information/Position/Location	Eff Date
Req. 11629	Wright, Antwan	Teacher, Health, HS Parrish Community High **B.S. University of Florida**	8/5/2024
Req. 10919	Wright, Jeffery	Student Support Specialist Braden River Middle **M.Ed. Lewis and Clark College**	8/5/2024
Req. 11367	Wright, Owen	Teacher, Science, MS Sugg Middle **B.S. University of West Florida**	8/5/2024
Req. 10851	Zerbonia, Zachary	Teacher, Health Science Educ. Manatee High **MBA University of Phoenix**	8/5/2024
Appointment/Supp			
	Adunyah, Augustina	Food Service-5 Hr. Floater Wakeland Support Center	8/5/2024
	Albury, Tatiana	Bus Aide Matzke Support Center	8/5/2024
	Ali, Annie	School Nurse, LPN Lakewood Ranch High	8/5/2024
	Barrera, Elna	Food Service-5 Hr., Floater Wakeland Support Center	8/7/2024
	Bouthillier, Evan	Vehicle Mechanic Matzke Support Center	7/22/2024
	Bystedt, Monica	School Clerical Assistant, 10 Mo. Williams Elementary	8/4/2024
	Cepeda, Jessica	Secretary, Administration Professional Support Center	8/5/2024
	Cincotta, Taylor	Guidance Clerk, ES Freedom Elementary	7/28/2024
	Dixson, Shaquis	Food Service Worker-5 Hr. Rogers Garden-Bullock Elementary	8/5/2024
	Garcia Martin, Jazel	Bus Aide Matzke Support Center	8/5/2024

Type		Information/Position/Location	Eff Date
	Hill, Christine	Senior School Secretary, ES Miller Elementary	8/1/2024
	Hill, Natalie	Guidance Clerk Lincoln Middle	7/29/2024
	Hudson, Charkyla	Food Service-5 Hr., Floater Wakeland Support Center	8/5/2024
	Jancuska, Kathleen	Guidance Clerk, ES Moody Elementary	7/29/2024
	Jeffrey, Robert	Food Service-5 Hr., Floater Wakeland Support Center	8/5/2024
	Kirchner, Kathy	Food Service Worker-6 Hr. Southeast High	8/5/2024
	Lueders, Shannon	Guidance Clerk, ES Harllee Full Service Center	8/5/2024
	Lux Montano, Carlos	Vehicle Mechanic Matzke Support Center	7/22/2024
	Maltay, Kwasi	Custodian 8 Hr. Haile Middle	8/5/2024
	Peake, Cheryl-Lynn	Food Service-5 Hr., Floater Wakeland Support Center	8/5/2024
	Quiroz, Bethany	Guidance Clerk King Middle	8/5/2024
	Raad, Bonnie Lynn	Senior School Secretary, ES Samoset Elementary	8/7/2024
	Ramirez, Ariel	School Clerical Assistant, 10 Mo. Daughtrey Elementary	8/8/2024
	Rycerz, Autumn	Food Service-5 Hr., Floater Wakeland Support Center	8/5/2024
	Sharpe, Kimberly	Food Service-5 Hr., Floater Wakeland Support Center	8/5/2024

Type		Information/Position/Location	Eff Date
	Silva, Lizeth	School Clerical Assistant, 10 Mo. King Middle	7/28/2024
	Soto Rivera, Angeliz	Food Service-5 Hr., Floater Wakeland Support Center	8/5/2024
	Torres, Gricelda	Guidance Clerk Palmetto High	7/22/2024
	Torres, Jesus	Custodian 8 Hr. Anna Maria Elementary	8/5/2024
	Ulrich, Michelle	School Clerical Assistant, 10 Mo. Nolan Middle	7/29/2024
	Valdes, Stephanie	Food Service Worker-6 Hr. Prine Elementary	8/5/2024
	Van Heest, Paula	School Nurse, LPN Palm View K-8	8/5/2024
	Viera, Judith	School Clerical Assistant, 10 Mo. Samoset Elementary	8/4/2024
Deceased/Para			
	Moore, Bradley	Teacher Aide, ESE Lincoln Middle	7/21/2024
Resignation/Admin			
	Anderson, Jennifer	Graduation Enhancement Tech Palm View K-8	7/29/2024
	Bowman, Jeramiah	Professional Learning Specialist Professional Support Center	8/10/2024
	Erickson, Justin	Assistant Director Manatee Technical College	9/4/2024
Resignation/Para			
	Allford, Anthony	Teacher Aide, ESE Miller Elementary	8/3/2024
	Belfield, Alexandra	Teacher Aide, ESE, One-on-One Blackburn Elementary	8/10/2024
	Bennett, Tammy	Classroom Sub Manatee High	8/5/2024

Type		Information/Position/Location	Eff Date
	Cooke, Kelli	Teacher Aide, ESE Abel Elementary	8/3/2024
	Crocker, Erica	Teacher Aide, Pre-K Integrated Tillman Elementary	8/6/2024
	Dominguez, Rosalie	Teacher Aide, ESE Tillmans Elementary	7/26/2024
	Hostetler, Jennifer	Teacher Aide, ESE Palma Sola Elementary	8/5/2024
	Kosko, Joshua	Teacher Aide, ESE Parrish Community High	8/8/2024
	Krstic, Jelena	Teacher Aide, ESE Miller Elementary	8/6/2024
	Lewis, Taineshia	Teacher Aide, ESE Sea Breeze Elementary	8/5/2024
	Lovett, Rebecca	Teacher Aide, ES, Title I Moody Elementary	8/2/2024
	McGee, Rachel	Teacher Aide, Pre-K Integrated McNeal Elementary	7/27/2024
	Oneil, Andrea	Teacher Aide, HS Southeast High	7/29/2024
	Randall, Kiara	Teacher Assistant, ES Palm View K-8	8/13/2024
	Reinbolt, Kathy	Teacher Aide, ESE, One-on-One Sugg Middle	8/1/2024
	Sabantino, Michael	Teacher Aide, ESE, One-on-One Buffalo Creek Middle	8/3/2024
	Serrano, Keidy	Teacher Aide, ESOL Daughtrey Elementary	8/2/2024
	Stafford, Christina	Teacher Aide, ESE Prine Elementary	7/30/2024

Type		Information/Position/Location	Eff Date
	Taylor, Donte'	Teacher Aide, ESE, One-on-One Parrish Community High	8/1/2024
	Wegesend, Jessica	Teacher Aide, Pre-K Witt Elementary	8/5/2024
Resignation/Prof			
	Ansbro, Kenneth	Teacher, Reading, HS Parrish Community High	8/17/2024
	Callaway, Tafara	Teacher, Language Arts, HS Palmetto High	8/23/2024
	Costello-Murray, Patricia	Third Grade Teacher Bayshore Elementary	7/29/2024
	Dillard, Turquoise	Teacher, Pre-K Handicapped Abel Elementary	8/5/2024
	Edwards, Maria	Fourth Grade Teacher Rogers Garden-Bullock Elementary	7/23/2024
	Ewing, Kate	Fourth Grade Teacher Tillman Elementary	8/5/2024
	Fabianski, Casey	Teacher, Applied Technology Southeast High	7/29/2024
	Fazio, Ashley	First Grade Teacher Harvey Elementary	7/30/2024
	Hopper, David	Teacher, Technology Lincoln Middle	8/5/2024
	Johnson, Molly	Instructor, Nursing Manatee Technical College	8/3/2024
	Kame, Clayton	Teacher, Physical Education, ES Daughtrey Elementary	7/27/2024
	Merrill, Kendra	Third Grade Teacher Kinnan Elementary	7/31/2024
	Redemonti, Bethany	Speech & Language Pathologist Professional Support Center	8/8/2024

Type		Information/Position/Location	Eff Date
	Scott, Tracey	Teacher, VE Abel Elementary	7/25/2024
	Shapiro, Kathleen	Second Grade Teacher Daughtrey Elementary	8/2/2024
	Solla, Lauri	Teacher, Social Studies, HS Parrish Community High	8/5/2024
	Velez, Arlene	Third Grade Teacher Kinnan Elementary	8/2/2024
	Williams, Felesa Icy	Teacher, VE/SC Samoset Elementary	7/22/2024
	Winston, Lora	Teacher, Social Studies, MS Lincoln Middle	7/31/2024
	Yangvang, Bao	Second Grade Teacher Moody Elementary	7/26/2024
	Zanders-Nelson, Jonathan	Teacher, Reading, HS Palmetto High	8/5/2024
Resignation/Supp			
	Ade, Jacquelyn	Senior School Secretary Samoset Elementary	8/3/2024
	Aristizabal, Ana	Guidance Clerk, ES Palmetto Elementary	8/17/2024
	Arroyo, Vionette	Admin Services Specialist School Support Center	7/24/2024
	Barnette, Shakara	Senior Payroll Specialist School Support Center	8/7/2024
	BonAmi, Melody	Office Manager Matzke Support Center	8/23/2024
	Diaz Dominguez, Luminaria	Guidance Clerk, ES Willis Elementary	7/28/2024
	Garcia-Rodriguez, Gary	Food Service Worker-6 Hr. Lee Middle	8/7/2024

Type		Information/Position/Location	Eff Date
	Goines, Socorro	Bus Aide Matzke Support Center	7/11/2024
	Halfhill, Amber	Food Service Worker-6 Hr. Manatee Elementary	8/1/2024
	Mathew, Emin	School Support Technician Bayshore Elementary	8/14/2024
	McBean, Dennis	Custodian 4 Hr. Professional Support Center	8/31/2024
	Peake, Cheryl-Lynn	Food Service-5 Hr., Floater Wakeland Support Center	8/5/2024
	Queener, Danny	Food Service Worker-6 Hr. Palma Sola Elementary	8/7/2024
	Rodriguez De Lopez, Luisa	Lead Custodian I Professional Support Center	8/9/2024
	Thielen, Wendy	Food Service Worker-6 Hr. Braden River Elementary	8/2/2024
	Torres, Gricelda	Guidance Clerk Palmetto High	7/22/2024
	Yanes, Anita	Secretary II - 12 Mo. School Support Center	7/24/2024
Retirement/Para			
	Benedicto, Glenda	Teacher Aide, ESOL Freedom Elementary **15 Years**	7/3/2024
Retirement/Supp			
	Archie, Sylvia	Administrative Secretary Matzke Support Center **26.58 Years**	11/1/2024
	Carlisle, Kenneth	Head Custodian II Lee Middle **9.25 Years**	8/1/2024
	Gowesky, Paul	AC/Refrigeration Mechanic II Matzke Support Center	9/28/2024

Type		Information/Position/Location	Eff Date
		21.75 Years	
	Rosnack, Thomas	Bus Driver Matzke Support Center **7.22 Years**	8/1/2024
Termination/Prof			
	Fauchier-Johnson, Angela	Teacher, Science, MS Haile Middle	7/30/2024
Transfer/Admin			
	Accola, Tara	From: Behavioral Specialist, ESE Professional Support Center To: Behavioral Specialist Freedom Elementary	8/4/2024
	Cherry, Jocelyn	From: Curriculum Specialist Professional Support Center To: FDLRS HR Development Specialist Professional Support Center	7/21/2024
	Johnston, Koraline	From: Behavioral Specialist, ESE Professional Support Center To: Behavioral Specialist Palm View K-8	
	Rossi, Brenda	From: Graduation Enhancement Tech Professional Support Center To: Program Specialist Professional Support Center	8/4/2024
	Shapiro, Samantha	From: Reading Coach, ES Sea Breeze Elementary To: Instruction Curric. Specialist/Mgr. Professional Support Center	8/4/2024
	Simonaitis, Paulius	From: Field Technician Nolan Middle To: Field Support Engineer School Support Center	7/21/2024
	Sutton, Karen	From: Teacher Assistant, MS, ISS Palm View K-8 To: Graduation Enhancement Tech. Palm View K-8	8/11/2024
	Voegtle, Sieara	From: Fourth Grade Teacher	8/4/2024

Type		Information/Position/Location	Eff Date
		Sea Breeze Elementary To: Behavior Specialist Sea Breeze Elementary	
Transfer/Para			
	Henderson, Christina	From: Teacher Aide, ESE Rogers Garden-Bullock Elementary To: Teacher Aide, ESE, One-on-One Abel Elementary	8/8/2024
	Heske de Alvarado, Raisa	From: Custodian 8 Hr. Miller Elementary To: Teacher Aide, Pre-K Integrated Miller Elementary	8/4/2024
Transfer/Prof			
	Alanis, Sandra	From: Graduation Enhancement Tech Professional Support Center To: Teacher, World Language, HS Palmetto High	8/4/2024
	Hodge, Doni	From: First Grade Teacher Daughtrey Elementary To: Fourth Grade Teacher Samoset Elementary	8/4/2024
	Malone, Meaghan	From: Teacher Aide, MS King Middle To: Teacher, Language Arts, MS Sugg Middle	8/4/2024
	Morales, Jaime	From: Teacher Aide, ESOL Bayshore High To: Teacher, Mathematics, HS Bayshore High	8/4/2024
	Sharp, Ellie	From: Kindergarten Teacher Palmetto Elementary To: Reading Coach, ES Kinnan Elementary	8/4/2024
	Winston, Lora	From: Teacher, Social Studies, MS Haile Middle To: Teacher, Social Studies, MS Lincoln Middle	7/21/2024
	Willats, Rebecca	From: School Secretary I	8/8/2024

Type		Information/Position/Location	Eff Date
		Parrish Community High To: Testing Administrator Parrish Community High	
Transfer/Supp			
	Achelus, Joset	From: Bus Aide Matzke Support Center To: Van Operator Matzke Support Center	8/4/2024
	Branch, Debra	From: Food Service Worker-6 Hr. Sugg Middle To: Food Service Worker-5 Hr. Manatee High	8/4/2024
	Centeno-Sandoval, Michelle	From: Teacher Aide, ESE Miller Elementary To: School Clerical Assistant, 10 Mo. Manatee Elementary	8/4/2024
	Clayton, Keyawn	From: Food Service Worker-5 Hr. Lee Middle To: Food Service Workder-6 Hr. Daughtrey Elementary	8/4/2024
	Cruz Navichoque, Alida	From: Custodian 8 Hr. Sea Breeze Elementary To: Custodian 8 Hr. Bayshore Elementary	8/4/2024
	Ferraro, Renee	From: Bookstore Manager Manatee Technical College To: School Secretary I, 12 Mo. Manatee Technical College	8/4/2024
	Guadalupe, Virdiana	From: Teacher Aide, ESOL Southeast High To: Custodian 8 Hr. Matzke Support Center	7/28/2024
	Hopkins, Christina	From: Teacher Aide, Pre-K Williams Elementary To: School Support Technician Williams Elementary	7/15/2024
	Jean Charles, Ketty	From: Bus Aide	8/4/2024

Type		Information/Position/Location	Eff Date
		Matzke Support Center To: Van Operator Matzke Support Center	
	Jewell, Raymond	From: Bus Aide Matzke Support Center To: Van Operator Matzke Support Center	8/4/2024
	Joseph, Joseph	From: Bus Aide Matzke Support Center To: Van Operator Matzke Support Center	8/4/2024
	Lewis Sr., Eric	From: Bus Aide Matzke Support Center To: Van Operator Matzke Support Center	8/4/2024
	Quintero, Elizabeth	From: Custodian 8 Hr. Haile Middle To: Lead Custodian I Haile Middle	8/4/2024
	Rodgers, Suzanne	From: Student Support Specialist Mills Elementary To: Financial Aid Specialist Manatee Technical College	8/4/2024
	Villalvir, Delcy	From: Teacher Aide, ESOL Moody Elementary To: School Clerical Assistant, 10 Mo. Professional Support Center	8/11/2024

AGENDA ITEM NO. 10.2

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

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

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

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

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
Out Of Field Content 7.27.2024
Out of Field ESOL 7.27.2024
Out of Field Reading 8.27.2024

Out Of Field Content Board Meeting 7/27/2024				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Jones,Matthew Karl	Haile Middle School	Tchr, Gifted	Gifted Endorsement Class 3	5/31/2027
Jones,Matthew Karl	Haile Middle School	Tchr, Gifted	Gifted Endorsement Class 2	5/31/2026
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, Kindergarten	Gifted Endorsement Class 3	5/31/2026
Murray,Bernatta Dealcia	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2025
Walker,Brandi M.	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2025
Johnson,Jalla Shandell	Bayshore High School	Tchr, Language Arts, HS	English 6-12	5/31/2025
DHaiti,Joseph	Blackburn Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2025
Foley,Tom	Braden River High School	Tchr, Language Arts, HS	English 6-12	5/31/2025
Lindquist,Katie	Freedom Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2025
Jones,Matthew Karl	Haile Middle School	Tchr, Gifted	Gifted Endorsement Class 1	5/31/2025
Snyder,Stephanie Michelle	Kinnan Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2025
Wollard,Kimberly Hollie	Lee Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2025
Danyluk,Elizabeth Bruno	Nolan Middle School	Tchr, Language Arts, MS	English 6-12	5/31/2025
Chase,Thomas	Palmetto High School	Tchr, Social Studies, HS	Biology 6-12	5/31/2025
Daum,Jennifer	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2025
Borcsok Imri,ZsuZsanna	Palmetto Elementary School	Tchr, VE/SC	Elementary Education K-6	4/1/2025
Critzer,Michael	Horizons Academy	Tchr, VE	Exceptional Student Education K-12	3/31/2025
McDonald,Ann M.	Lee Middle School	Tchr, Resource	Exceptional Student Education K-12	3/18/2025
Luther,Shannon	Braden River High School	Tchr, Intellctual Disabilities	Elementary Education K-6	2/20/2025
Luther,Shannon	Braden River High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	2/20/2025
Jones Jr,Thirus	Bayshore High School	Tchr, Mathematics, HS	Mathematics 6-12	2/5/2025
Napoli,Danielle	Bashaw Elementary School	Tchr, Fourth Grade	Elementary Education K-6	2/2/2025
Baxter,Maurice R.	Manatee Elementary School	Tchr, VE	PreKindergarten/Primary Education PK-3	2/2/2025
Brown,Brittanie	Manatee Elementary School	Tchr, Kindergarten	Elementary Education K-6	2/2/2025
Badham,Leanne	Gullett Elementary School	Tchr, Fifth Grade	Elementary Education K-6	1/31/2025
Pope,Eleanor S.	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	1/30/2025
Giraldo,Lori A.	Horizons Academy	Elementary Teacher	Elementary Education K-6	1/16/2025
Silva,Jaime S	Horizons Academy	Tchr, Mathematics, HS	Mathematics 6-12	1/16/2025
Markland,Katherine Luby	Bayshore Elementary School	Tchr, Fifth Grade	Elementary Education K-6	1/8/2025
Lanza,Alys	Sugg Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	1/7/2025
Steffensen,Kira	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	1/5/2025
Conrad,Natalie Nicole	Bayshore High School	Tchr, Science, HS	Middle Grades Mathematics 5-9	11/27/2024
Bartens,Jennifer Ann	Oneco Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	11/3/2024
Healy,Kelli Randa	Braden River High School	Tchr, Intellctual Disabilities	Elementary Education K-6	11/1/2024
Birakis,Christina Marie	Haile Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/23/2024
Johnson,Robert Fredrick	Bayshore Elementary School	Tchr, Kindergarten	Elementary Education K-6	10/16/2024
Smith,Carleen M.	Manatee Elementary School	Tchr, Kindergarten	Elementary Education K-6	9/22/2024
Mallo,Margaret	Manatee High School	Tchr, Language Arts, HS	English 6-12	8/2/2024
Murray,Bernatta Dealcia	Access to Education	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	5/31/2024
Cruz De Diego,Maria Jesus	Ballard Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Fitzstephens,Tracey D.	Bashaw Elementary School	Tchr, VE	PreKindergarten/Primary Education PK-3	5/31/2024
BonRose,Kami Lee	Bayshore Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2024
Bigler,Cynthia L.	Bayshore High School	Tchr, Physical Educ, HS	Physical Education K-12	5/31/2024
Montone,Daniel Bryan	Bayshore High School	Tchr, Mathematics, HS	Middle Grades Mathematics 5-9	5/31/2024
Rupp,Michael	Bayshore High School	Tchr, Physical Educ, HS	Middle Grades Mathematics 5-9	5/31/2024
Miller,Joseph Levi	Blackburn Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2024
Walker,Amanda	Blackburn Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Kelly,Marilyn E.	Braden River High School	Tchr, Social Studies, HS	Art K-12	5/31/2024
Reeves,Zachary	Braden River High School	Tchr, VE	Elementary Education K-6	5/31/2024
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	5/31/2024
Karlsson,Lisbeth	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2024
Nozell,Susan Elizabeth	Daughtrey Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Ferris,Laura	Horizons Academy	Tchr, Other Classroom	Exceptional Student Education K-12	5/31/2024
Bronson,Jeffrey H.	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	5/31/2024
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Business Education 6-12	5/31/2024
Long,Benjamin R.	Lakewood Ranch High School	Tchr, Technology	Business Education 6-12	5/31/2024
Jones III,Sammie Lee	Lee Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	5/31/2024
Broxterman,Nicole Tadea	Lincoln Memorial Middle School	Tchr, Social Studies, MS	Middle Grades General Science 5-9	5/31/2024
Drake,Donnalyn	Lincoln Memorial Middle School	Tchr, Resource	Middle Grades English 5-9	5/31/2024
Simmons,Brittany Nicole	Lincoln Memorial Middle School	Tchr, Language Arts, MS	Elementary Education K-6	5/31/2024
Delgado,Edmundo A.	Manatee Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2024
Shimmell,Mercedes	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2024
Bragg,William E	Manatee High School	Tchr, ESOL Resource	World Language – Spanish K-12	5/31/2024
Powley Link,Melissa Anne	Manatee High School	Tchr, Applied Technology	Business Education 6-12	5/31/2024

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

Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	10/11/2022
Murphy,Jack R	Buffalo Creek Middle School	Tchr, Social Studies, MS	Social Science 6-12	10/7/2022
Boyd,Stephanie	Jain Middle School	Tchr, Social Studies, MS	Middle Grades English 5-9	10/5/2022
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE/SC	Autism Endorsement Year 2	10/5/2022
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Earth-Space Science 6-12	10/4/2022
Jones,Cary Leigh	Parrish Community High School	Tchr, Technology	Exceptional Student Education K-12	10/4/2022
Dickens,Heather Jean	Bashaw Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	9/30/2022
Dorman,Brianne	Sea Breeze Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	9/15/2022
Shreve,Heather	Rogers Garden-Bullock ES	Tchr, Physical Educ, ES	Elementary Education K-6	9/13/2022
Morris,Barbara	Horizons Academy	Tchr, Social Studies, HS	Exceptional Student Education K-12	6/30/2022
Rainey,Kharma Rae	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2022
Calcorzi,Angel A.	Bayshore Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2022
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Dowling,Jennifer	Braden River Middle School	Tchr, Mathematics, MS	Elementary Education K-6	5/31/2022
Wright,Kimberly	Horizons Academy	Tchr, Resource	Mathematics 6-12	5/31/2022
Gardner,Kelly Sanford	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2022
Luther,Latece R.	Lincoln Memorial Middle School	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2022
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 3	5/31/2022
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades General Science 5-9	5/31/2022
Pippin,Tami Lynn	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Webb,James H	Palmetto High School	Tchr, Dropout Prevention, HS	Social Science 6-12	5/31/2022
Cummins,Kristy Lynne	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	5/31/2022
Artis,Heather E.	Rogers Garden-Bullock ES	Tchr, VE	Exceptional Student Education K-12	5/31/2022
Hudson,Le' Nora Lateisha	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	5/31/2022
Geldmaker,Stephanie	Sugg Middle School	Tchr, VE	Elementary Education K-6	5/31/2022
McDaniel,Lauren A.	Tara Elementary School	Tchr, Third Grade	Educational Media Specialist PK-12	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Elementary Education K-6	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	5/31/2022
John,Melissa K.	Williams Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2022
Hodge,Doni E.	Samoset Elementary School	Tchr, Fourth Grade	Educational Media Specialist PK-12	5/1/2022
Storm,Megan	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	2/12/2022
Kennedy,Ryan M.	Parrish Community High School	Tchr, Physical Educ, HS	English 6-12	2/12/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Art K-12	1/21/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Elementary Education K-6	1/21/2022
Westendorf,Michelle S.	Miller Elementary School	Tchr, First Grade	Exceptional Student Education K-12	1/11/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	1/10/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	1/10/2022
Mauk,Kyle	Tillman Elementary School	Tchr, Combination, ES Grds	Exceptional Student Education K-12	12/2/2021
Ortiz,Joan P.	Nolan Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/21/2021
Siegel,Kristin M.	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	10/19/2021
Corbett,Brooke E.	Palmetto High School	Tchr, Other Classroom	World Language – Spanish K-12	10/11/2021
Guth,Andrea	Kinnan Elementary School	Tchr, Kindergarten	Elementary Education K-6	10/8/2021
Searls,Darvin L.	Southeast High School	Tchr, Other Classroom	Exceptional Student Education K-12	10/8/2021
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE/SC	Autism Endorsement Year 1	10/5/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	English 6-12	10/4/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Mathematics 6-12	10/4/2021
Matyasi,Matthew	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	Middle Grades General Science 5-9	10/2/2021
Clark,Ariane Michelle	Braden River High School	Tchr, Science, HS	Elementary Education K-6	9/28/2021
Boardman,Kerri	Braden River Elementary School	Tchr, VE/SC	Elementary Education K-6	9/27/2021
Forero,Emily T	Gullett Elementary School	Tchr, Third Grade	Elementary Education K-6	9/22/2021
Cobb,Sylvia A.	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	9/10/2021
Fraley,Leah Nicole	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 2	5/31/2021
Munive,Daniel A	Bayshore Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Elementary Education K-6	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 1	5/31/2021
Neathery,Michele E.	Bayshore High School	Tchr, Reading, HS	English 6-12	5/31/2021
Routhier,Charles F.	Bayshore High School	Tchr, Business Technology	Business Education 6-12	5/31/2021
Ngo,Jacqueline L	Blackburn Elementary School	Tchr, First Grade	World Language – Spanish K-12	5/31/2021
McIntosh,Maria Gabriela- Ramirez	Braden River Elementary School	Tchr, Dual Language, ES	Elementary Education K-6	5/31/2021
Vasquez,Andrea C	Braden River High School	Tchr, World Language, HS	Elementary Education K-6	5/31/2021
Reeves,Patricia	Braden River Middle School	Tchr, Social Studies, MS	Middle Grades Mathematics 5-9	5/31/2021
Keats,Michelle	Freedom Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2021
Gibson,Joseph W.	Haile Middle School	Tchr, Art, MS	Engineering and Technology Education	5/31/2021
Bracciano,Kathryn E	Manatee High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Egyed,Peter P.	Manatee High School	Tchr, Autism Spectrum Disorder	Art K-12	5/31/2021

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

Out of Field ESOL Board Meeting 8/27/2024				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Anderson,Micah Sarita	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2026
Pescuma,Tarynn Ashley	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2026
Yates,Kaitlynn	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026
Korompilas,Dena Alexandra	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2026
Marconi,Kathy Lynn	King Middle School	Tchr, VE/SC	English for Speakers of Other Languages (ESOL) K-1	5/31/2026
King,Jennifer Anne	Abel Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Villa,Courtney Raye	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Alfonso,Raymond Vinarao	Ballard Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Simmons,Solanges	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Clark,David	Bashaw Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Wilds,Wanda Sue	Bashaw Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Ketchum,Kelsey Ann	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Nichols,Elizabeth Nicole	Bayshore Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Alexander,Katherine	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Duball,Cheri	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Simmons,DeAndra Vonterrious	Braden River High School	Tchr, Business Technology Educ	ESOL End. Class 1	8/1/2025
Palero,Blessyl Herrera	Buffalo Creek Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2025
Corbett,Katrena Lynn	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Grundy,Molly	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Henry,Sylvie Gabrielle	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
McWhorter,Mary Emmaline	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Rosteck,Charity	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
David,Kimberly	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025
Moore,David Allen	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
Fiore,Remington Tate	Johnson K-8 Sch of Int Studies	Tchr, Gifted	ESOL End. Class 1	8/1/2025
Sidnam,Jessica Sunshine	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Martinez,Diana Rose Supnad	Kinnan Elementary School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2025
Pendzimaz,Kelsye Jean	Kinnan Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Mathis,Holly L.	Lee Middle School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Mercado,Mary Flor Arenas	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
Gonzalez,Alexander	Lincoln Memorial Middle School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2025
Carson,Camrynn	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Casey,Matthew	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Raber,Jillisa	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Couey,Kristah Elizabeth	Moody Elementary School	Tchr, Resource	ESOL End. Class 1	8/1/2025
Huggins,Madison	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Zavala,Karina	Myakka Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Comuzzi,Gina M	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Cunningham,Jolissa	Oneco Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Lewis,Leanna May	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Gleason,Olivia	Palm View K-8 School	Tchr, Dropout Prevention, MS	ESOL End. Class 1	8/1/2025
Bailey,Jessica Nicole	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Del Cuadro,Sierra	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Diaz,Sarrah Jo	Palmetto Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Schaffer,Victoria	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Townson,Taylor	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Danko,Ashley Anne	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Dodd,Paige	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Early,Michelle Sharice	Prine Elementary School	Tchr, Resource	ESOL End. Class 1	8/1/2025
Larocca,Sara Anne	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Riggins,April L.	Prine Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2025
Sardi,Nicole	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Davis,Ieshia Nicole	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Gogarty,Ashley	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Lopez,Melissa	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Brubacher,Tiffany Kay	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Meilan,Angela Nicole	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Alexander,Stephanie	Sea Breeze Elementary School	Tchr, Pre-K	ESOL End. Class 1	8/1/2025
Jones,Brenda Goble	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Michael,Jessica	Sea Breeze Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Randle,Rebecca	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Walsh,Brennan	Sea Breeze Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Gratzer,Hope Elizabeth	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Surdovel,James	Sugg Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2025
Johannessen,Joscelyn Jenna	Tara Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025

Barras,Lynn	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Eurich Plevin,Elizabeth	Tillman Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Leupold,Jonathan	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Willsen,Eric	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Cricco,Cristina	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Juntunen,Kevin	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
O'Donnell,Lori	Willis Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Woods,Lorraine	Witt Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Wykes,Allison C	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Jacox,Brianna A	Abel Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Muniz,Meghan Faith	Abel Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Nelson,Jacquelyn B	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Crowe,Taylor	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Cusack,Tracey Boyd	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Steiner-Woods,Michelle Nicole	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Wylie,Frances C	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Danko,Olivia	Bashaw Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Ketterman,Jared	Bashaw Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Milhaven,James	Bashaw Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Brown,Robin	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Mosley,Jessica	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Nuccitelli,Tara	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Pugh,Lauren	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Wolfe,Jaisa	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Thompson,Sherryce	Blackburn Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Case,Denise Kruger	Braden River Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Moore,Monica	Braden River High School	Tchr, Other Classroom	ESOL End. Class 3	8/1/2024
Berumen-Marquez,Blanca Margarita	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Cowan,Caroceka Sarica	Daughtrey Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
McClintock,Lyndsie	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Palkovich,Emily G	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Ravn,Rachelle	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Bellew,Vanessa Sue	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Ferrell,Leann Nichole	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Lopez-Pacheco,Brittaney	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Obrien,Judith Anne	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Kanz,Lyndsey	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Marciniak,Daniel Lynn	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Naylor,Amanda	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Sharbono,Christian C	Horizons Academy	Tchr, VE	ESOL End. Class 1	8/1/2024
Shareshian,Michael C	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Shenning,DeeAnah Augusta	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Cox,Chelsea A	Kinnan Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2024
Deligiannis,Maria Mina	Manatee Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Fields,Vincent	Manatee Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Furman,Claire	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Jackman,Jeremy	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Boender,Jill J	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Casaclang,Aileen	Miller Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Marello,Amanda	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Miller,Sarah Jeffcoat	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Montero,Anicel	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Wilson,Courtney C.	Mills Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Batiz,JoAnne	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Kelly-Walford,Carla S	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Smith,Gracyn Paige	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Koch,Whitney Carter	Myakka Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Spencer,Melissa	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Sullivan,Alexandra	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Toso,Claudia Lucia	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
AVILA,ANGELITA YBARRA	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Ruch,Jacquelyn Joy	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Taleff,Jessica Marie	Oneco Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Van Horn,Brenda	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Durham,Destiny	Palma Sola Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2024
Howard,Kelly	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Vargas Perez,Alicia	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024

Corn,Samantha	Palmetto High School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2024
Carper,Sydni Ann	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Lashway,Brianna Christine	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Riley,Terry	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Boyle,Lauren Elizabeth	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Dykes,Lindsey	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Lyssy,Connie Campbell	Prine Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2024
Viverito,Christin	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Walker,Catherine J.	Rogers Garden-Bullock ES	Tchr, PI, VE	ESOL End. Class 1	8/1/2024
Hoyden,Melanie	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Capalit,Ross Ann	Southeast High School	Tchr, VE	ESOL End. Class 1	8/1/2024
Guyre,Brendan C	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Pernia Guerrero,Jorge	Southeast High School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2024
Piscopo,Louis J	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Amanfi,Kwame	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2024
McElroy,Jeannine	Sugg Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2024
Alimon,Jezreel Kim	Tillman Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Facer,Rebecca	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Huling,Allyson	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Nazarian,Carianne	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Shillinglaw,Beth Ann	Williams Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Gilbank,Kristen J.	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Jacox,Megan	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Moseley,Lauren	Willis Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Bartlett,Keary Ann	Witt Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Hammond,Sarah	Witt Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Santos,Vickie	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	6/30/2024
Walters,Molli Martin	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	1/9/2024
Collado,Evelyn	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/4/2023
Green,Phillip Antonio	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/3/2023
Simpson,Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2023
Tobias,Kayla	Abel Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Kilguss,Sarah E	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Sofos,Melissa Renee	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Beck,Karen A.	Bayshore Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Nobile,Selina	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Callahan,Heather	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Messer,Kathleen	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Mynatt,Jessica	Braden River Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2023
Tympanick,Katherine	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Riffle,Jennifer Lynn	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Williams,Jarrett Dean	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Maluchnik,Theresa Ann	Haile Middle School	Tchr, Social Studies, MS	English for Speakers of Other Languages (ESOL) K-1	8/1/2023
Darnell,Amanda Nicole	Harvey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Perry,Jaime	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Schultz,Erin	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Burton,Carolyn P.	Hospital-Homebound Instruction	Tchr, Hospital/Homebound	ESOL End. Class 1	8/1/2023
Gould,Lindsay E.	Johnson K-8 Sch of Int Studies	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Martinetti,Megan E	Johnson K-8 Sch of Int Studies	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Tollers,Stephanie M	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Vanderford,Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Hamilton-Smith,Lookerisha	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2023
Bernal,Laura Sofia	Manatee Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2023
Fidura,Monica	Manatee Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Flesche,Kathryn L.	McNeal Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Kolomiychenko,Vyacheslav	McNeal Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2023
Moreno-Hernandez,Diana M	Oneco Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2023
Solano,Gabriella Renee	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Van Dyke,Carolyn Louise	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
George,Jenna	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Jordan,Andrea	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Mazelin,Caitlin	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Soto,Brunilda	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Barber,Coleman	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Harvey,Chondra Tootle	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Peace,Elizabeth	Sea Breeze Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Warren,David O'dell	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023

Anioce,Swenson	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Feliciano,Sarah	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Kerchner,Lisa	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Radaszewski,Anthony Peter	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Frisch,Tracylyn	Witt Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Lockhart,Megan Ann	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Bryant,Andre L.	Braden River Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2022
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	ESOL End. Class 1	8/1/2022
Jimenez,Katty Maria	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2022
Garber,Valerie Janelle	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Schwieterman,John Michael George	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Coetzee,Nicolette M	Lakewood Ranch High School	Tchr, Social Studies, HS	ESOL End. Class 1	8/1/2022
Childress,Ashley N	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Deans,Sara S	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Ramon,Samantha	Palmetto Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2022
Fairley,Johni	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2022
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	ESOL End. Class 1	8/1/2022
Sasso,Kristina	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Collins,Asia Marie	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Collins,Jessica	Tillman Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Gallegos,Tiffany Jade	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Tackett,Laura Katherine	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Walker,Michael F.	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/1/2021
Thomas,Katrina Ellen	Anna Maria Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Gould,Allicia	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Lane,Barbara Ann	Freedom Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2021
Autrey,Stacy	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Pawlik,Lauren Yasia	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Navarra,Samara	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Odom,Michelle	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Bankovich,Hilari Leigh	Nolan Middle School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2021
Addair,Caressa Jude	Palm View K-8 School	Tchr, VE/SC	ESOL End. Class 1	8/1/2021
Schabel,Kaytlynn Marie	Prine Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Snodgrass,Cailei Marie	Prine Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2021
Gomez Ojeda,Arelys D.	Sea Breeze Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2021
Haacke,Karen	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Boone,Jennie Elizabeth	Witt Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Thornton,Joshua C.	Bashaw Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 4	10/27/2020
Gardini,Elizabeth	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2020
Watts,Ali Nicole	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2020
Fontaine,Francine	King Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2020
Santiago,Loida	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2020
Townsend,Emily B.	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2020
Galletta,Kimberly C.	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	4/24/2020
Ramos Chesnik,Claudia Marija	Bashaw Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2019
Boggs,Olivia J.	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Lamar,Amber	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Cromartie-Pindell,Doris W	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Carenza,Kimberly Michelle	Haile Middle School	Tchr, VE	ESOL End. Class 1	8/1/2019
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2019
Melo Espinosa,Saharai	Southeast High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2019
Aadson,Tatyana B.	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2007
Walker,Dawn C.	District Expenditures	Tchr, Language Arts, HS	ESOL End. Class 1	7/1/2004

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

AGENDA ITEM NO. 10.3

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title

Approval to Apply, Accept and Expend the District Threat Management Coordinators (DTMC) Grant in the amount of $75,000.00 (Incoming State Grant Funds)

Executive Summary

The Florida Department of Education has determined that the School District of Manatee County is eligible to receive funds through the District Threat Management Coordinators (DTMC) Grant. Rule 6A-1.0019(4)(a), F.A.C., requires each district school board to establish a District Threat Management Coordinator (DTMC) to oversee the district's threat management program. The School District of Manatee County was allocated $75,000.00 to ensure this position is supported. The Threat Management Coordinator position is an existing position that reports to the Executive Director of Student Support and Family Engagement. The grant funds will support this existing position.

This grant is pending School Board approval. If not approved by the School Board, the application will be withdrawn.

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

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

Recommendation

The Superintendent recommends approval to apply, accept, and expend the District Threat Management Coordinators (DTMC) Grant in the amount of $75,000.00 (Incoming State Grant Funds).

Financial Impact

There will be no cost to the General Fund.

Contact

Submitting Department: Federal Program and Grants
Initiated by: Latrina Singleton

Attachments:
DTMC Grant

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	A) Program Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	**District Threat Management Coordinators (DTMC) Grant** **TAPS NUMBER: 25A406**	Date Received
B) Name and Address of Eligible Applicant: School Board of Manatee County, FL 215 Manatee Avenue West Bradenton, Florida 34205-8840		**Project Number (DOE Assigned)**

C) **Total Funds Requested:**	D) **Applicant Contact & Business Information**	
$ 75,000.00	Contact Name: Latrina Singleton, DirectorFederal Programs and Grants Fiscal Contact Name: Catherine Hayden Miley, Director of Finance	Telephone Numbers: 941-751-6550 ext 43347 941-708-8770 ext 41111
DOE USE ONLY **Total Approved Project:** $	Mailing Address: 215 Manatee Avenue West Bradenton, Florida 34205-8840	E-mail Addresses: Singleton2l@manateeschools.net mileyc@manateeschools.net
	Physical/Facility Address: 215 Manatee Avenue West Bradenton, Florida 34205-8840	UEI number: XKGXG94KMH65 FEIN number: 596000728

CERTIFICATION

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

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

E) _____ Superintendent _____

Signature of Agency Head | Title | Date

INSTRUCTIONS FOR STAFF COORDINATION FORM

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

How to fill out this form:

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

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

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

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

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

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

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

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

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

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

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

STEPS:

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

Florida Department of Education
General Assurances, Terms, and Conditions for Participation in Federal and State Programs

Authority for Data Collection: 20 USC 1232e (a)

Planned Use of Data: The requirements established in United States Code Annotated, Title 20, Education, Chapter 31, Subchapter III, Section 1232(e), stipulate that "[e]ach local education agency which participates in an applicable program under which federal funds are made available to such agency through a state agency shall submit, to such an agency, a general application containing the assurances set forth in subsection [1232e] (b)." The application shall cover the participation by the local education agency and all other organizations participating in state and federal programs administered by the Florida Department of Education. These assurances are set forth below in the "General Assurances" section.

Instructions: These general assurances will be in effect for the duration of the project it covers. The state agencies or boards administering the projects covered by the application shall not require the submission or amendment of such an application unless required by changes in federal or state law, or by other significant change in the circumstances affecting an assurance in such application. The superintendent, agency head, or other authorized officer must sign the certification and return it to the following address. No payment for project/grant awards will be made by this agency without a current signed General Assurances form on file. For further information, contact the Florida Department of Education, Bureau of the Comptroller, at (850) 245-0401.

Certification:

I, the undersigned official am legally authorized to bind the named agency/organization of the State of Florida, hereby apply for participation in federally funded and/or state-funded education programs on behalf of the named agency/organization below. I certify that the agency will adhere to and comply with the General Assurances, Terms, and Conditions and all requirements outlined in the "Project Application and Amendment Procedures for Federal and State Programs" (Green Book).

School District of Manatee County	410	Dr. Jason Wysong
Typed Agency Name	Agency Number	Typed Name and Title of Authorized Official (Agency Head)

I certify that the agency will adhere to each of the assurances contained in this set of *General Assurances, Terms, and Conditions for Participation in Federal and State Programs* as applicable to the project(s) for which this agency is responsible.

		941-708-8770
Signature (must be original)	Date	Area Code/Telephone Number

Return original to: Florida Department of Education
Bureau of the Comptroller
914 Turlington Building
325 West Gaines Street
Tallahassee, FL 32399-0400

School districts, state colleges, state universities, and governmental entities are required to have a signed certification page of the General Assurances on file with the Department's Bureau of the Comptroller, bearing the original signature of the current superintendent for school districts or the current agency head/president that has legal authority to bind the agency.

Community-based organizations, faith-based organizations, independent colleges, and other non-governmental entities are required to submit the certification page of the General Assurances with an original signature of the agency head who is legally authorized to bind the entity, along with each application submitted to the Department.

General Assurances

Assurance is hereby given that, to the extent applicable:

- The recipient has the legal authority to apply for the federal/state funding, and the instructional, managerial, and financial capability (including funds sufficient to pay non-federal share of project costs, as applicable) to ensure proper planning, management, and completion of the project described in this/all applications submitted.

- The recipient will administer each program covered by the application in accordance with all applicable laws, regulations, statutes, rules, policies, procedures, and program requirements.

- The recipient will comply with all the requirements in the Department's *Project Application and Amendment Procedures for Federal and State Programs* (Green Book).

- The control of funds provided to the recipient under each program, and title to property acquired with those funds, will be in a public agency, and a public agency will administer those funds and property.

- The recipient will have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.

- The recipient will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to documents, papers, and other such records shall be made available to authorized representatives of U.S. governmental agencies, including but not limited to, the federal awarding agency, Inspectors General, the Comptroller General, the Florida Department of Education, the Florida Department of Financial Services, and the Auditor General of the State of Florida for the purpose of program and fiscal auditing and monitoring.

- The recipient will submit such reports to the Florida Department of Education and to U.S. governmental agencies as may reasonably be required to enable the Florida Department of Education and U.S. governmental agencies to perform their duties. The recipient will maintain such fiscal and programmatic records, including those required under 20 U.S.C. 1234f, and will provide access to those records, as necessary, for those Departments/agencies to perform their duties.

- To assure that expenditures reported are proper and in accordance with the terms and conditions of the Project Award and approved project budget, the official who is authorized to legally bind the agency/organization agrees to the following certification for all fiscal reports and/or vouchers requesting payment. By signing the "General Assurances, Terms, and Conditions for Participation in Federal and State Programs", I certify to the best of my knowledge and belief that the reports submitted are true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the Project Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

- To assure that all applications submitted for project/grant funding are proper and in accordance with the terms and conditions outlined in the RFA and/or the RFP, the official who is authorized to legally bind the agency/organization agrees to the following certification. By signing the "General Assurances, Terms and Conditions for Participation in Federal and State Programs", I certify to the best of my knowledge and belief that all applications submitted are true, complete, and accurate, for the purposes and objectives set forth in the RFA and/or the RFP. 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 false statements, false claims or otherwise.

- The recipient will provide reasonable opportunities for systematic consultation with and participation of teachers, parents, and other interested agencies, organizations, and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.

- Any application, evaluation, periodic program plan, or report relating to each program will be made readily available to parents and other members of the general public.

- For projects involving construction:

    - The project is not inconsistent with the Florida Department of Education's overall plans for the construction of school facilities.
    - In developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary of Education under Section 794 of Title 28 in order to ensure that facilities constructed with the use of federal funds are accessible to and usable by individuals with disabilities.
    - When required by federal program legislation, all construction contracts awarded by the recipients and subrecipients in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a et seq.), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

- The recipient has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program, significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects. Such procedures shall ensure compliance with applicable federal laws and requirements.

- The recipient will not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

- The recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- The recipient will initiate and complete the work within the applicable time frame after receipt of approval from the awarding agency.

- The recipient will comply with all federal statutes relating to nondiscrimination. (These include but are not limited to Title VI of the Civil Rights Act of 1964 [P.L. 88-352], which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C. 1681-1683 and 1685-1686], which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended [29 U.S.C. 794], which prohibits discrimination on the basis of handicaps; and the Age Discrimination Act of 1975, as amended [42 U.S.C. 6101-6107], which prohibits discrimination on the basis of age.)

- The recipient will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

- The recipient will comply with the requirements of the Gun-Free Schools Act of 1994.

- The recipient will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200, Subpart F, "Audit Requirements" and/or Section 215.97, Florida Statutes, "Florida Single Audit Act" as applicable.

- The recipient assures that no federally appropriated funds have been paid or will be paid by or on behalf of the recipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- The recipient will comply with the requirements in 2 CFR Part 180, Governmentwide Debarment and Suspension (Nonprocurement).

- The recipient certifies that neither it nor its officers is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal Department or agency.

- The recipient certifies that it will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988.

- The recipient will comply with all state and federal requirements, as applicable, for internal controls to ensure compliance with federal and state statutes, regulations, and terms and conditions of the award.

- The recipient will comply with Florida's Government-in-the-Sunshine Law (Chapter 286, Florida Statutes), that provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.

- The recipient will comply with all applicable requirements of all other federal and state laws, statutes, executive orders, regulations, policies, terms and conditions governing each program funded.

- If applicable, the recipient will conduct assessments that are consistent with Section 1111(b) (3) of the No Child Left Behind Act.

- If applicable, the recipient will annually assess students who have been in the United States for three or more consecutive years, and the recipient will annually assess the English proficiency of all participating limited English proficient children, consistent with Section 1111(b)(7) of the No Child Left Behind Act.

- If applicable, after timely and meaningful consultation, the recipient will provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)

- Failure to comply with the General Assurances or any aspect of the *Project Application and Amendment Procedures for Federal and State Programs* (Green Book) may result in more restrictive conditions or project termination.

Terms

Applicant - A school district or other entity seeking a project award from the Florida Department of Education.

Budget - The applicant's financial plan, in terms of accounts and amounts, showing use of funds for carrying out project objectives, services, or activities as found on the budget narrative form (DOE 101) and on other budget documents required by the Florida Department of Education.

Budget Period - The interval of time into which a project period is divided for budgetary purposes.

Capital Outlay - Equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, the value or cost of which is $1,000 or more and the normal expected life of which is one year or more (Sections 216.011 and 273.02, Florida Statutes).

Conflict of Interest – Must disclose in writing any potential conflict of interest in accordance with applicable federal and/or state laws or policies.

Disbursement - Payment made in cash, by check, or via other electronic means.

Data Universal Numbering System (DUNS) - Nine-digit number issued by the Dun and Bradstreet Company. This company provides business information for credit, marketing, and purchasing decisions. The federal government's Office of Management & Budget has adopted the use of the DUNS numbers (unique entity identifier), for registering with the System for Award Management (SAM). A non-federal entity is required to have a DUNS number (unique entity identifier), and registered with SAM, in order to apply for, receive, and report on a federal award.

Equipment – A material item of a non-expendable nature, such as a built-in facility, a movable or fixed unit of furniture or furnishings, an instrument or apparatus, a machine (including attachments), instructional skill-training device, or a set of small articles whose parts are replaceable or repairable, the whole retaining its identity and utility over a period of time which is characteristic for items of its class, with a useful life of more than one year.

Mandatory Disclosure – Must disclose, in a timely manner, in writing all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting the project award.

Monitoring – Actions, activities, and practices used by the Florida Department of Education to determine that funds are used and programs are operated in accordance with applicable federal and state statutes, rules, and regulations.

More Restrictive Conditions - Special requirements or restrictions imposed on a project recipient as a condition of project approval by the Florida Department of Education.

Obligations - The amounts for orders placed, contracts awarded, services received, or for similar transactions during the stipulated project period, which will require payment during the same or a future period.

Private, Non-profit Organization - An agency, organization, or institution not under federal or public supervision or control, which is owned by one or more corporations or associations whose net earnings do not benefit and cannot lawfully benefit any private shareholder or entity.

Private, For-Profit Organization - An agency, organization, or institution not under federal or public supervision or control, which is owned by one or more individuals, partnerships, corporations, or associations whose net earnings do or can benefit any private shareholder or entity.

Project - The services, activities, or program that an entity agrees to provide for a specified period of time using state or federal funds awarded to a project recipient.

Project Application - An entity's request for a project award under state or federal education programs administered by the Florida Department of Education.

Project Award - The approval of a project application as stated in the Project Award Notification sent to project recipients that specifies the amount of funds awarded, the project period, and any special requirements or restrictions to be imposed by the Florida Department of Education.

Project Period - The length of time for which a project has been authorized/awarded.

Project Recipient - The school district, a local education agency (LEA), colleges, universities, public agency [including faith-based organizations (FBOs) and community-based organizations (CBOs)], or non-public agency that has been awarded a project to provide services or activities described in a project application approved by the Florida Department of Education.

Roll-Forward - Unobligated balances of an award or project that are allowed to be continued in subsequent funding periods.

System for Award Management (SAM) - is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for SAM. All applicants must be registered in SAM before submitting an application for federal funding and continue to maintain an active SAM registration with current information at all times during an active award. A valid "unique entity identifier" will be required when applying with SAM (see Data Universal Numbering System (DUNS) for more information regarding the "unique entity identifier"). https://www.sam.gov/portal/SAM/#1

Supplies - All personal property (excluding equipment, intangible property, and debt instruments) items of expendable nature that are consumed, worn out, or deteriorated in use or that lose their identity through fabrication or incorporation into a different or more complex unit or substance.

Explanation of Grants Management Requirements

The following section elaborates on certain requirements included in legislation or regulations referred to in the "General Assurances" section. This section also explains the broad requirements that apply to federal program funds.

Accounts and Records

The recipient shall maintain all accounts, records, and other supporting documentation pertaining to all costs incurred and revenues or other applicable credits acquired under each approved project for a minimum of five years (see Section C, Fiscal and Program Accountability, Record Retention, for additional information).

Allowable Costs

In accounting for and expending project/grant funds, a recipient and/or sub-recipient may only charge expenditures to the project award if they are: (a) in payment of obligations incurred during the approved project period; (b) in conformance with the approved project; (c) in compliance with all applicable statutes and regulatory provisions; (d) costs that are allocable to a particular cost

objective; (e) spent only for reasonable and necessary costs of the program; and (f) not used for general expenses required to carry out other responsibilities of the recipient and/or sub-recipient. All recipients must have written procedures for determining allowability in accordance with Subpart E – Cost Principles of 2 CFR Part 200 and the terms and conditions of the project award.

Amendments

Unless otherwise stated, all project recipients shall use the project amendment requirements and procedures described in the *Project Application and Amendment Procedures for Federal and State Programs* administered by the Florida Department of Education (Green Book), Section B, Project Amendments.

Audits

This part is applicable for all non-Federal entities as defined in 2 CFR §200, Subpart F.

1. In the event that the recipient expends $750,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §200, Subpart F. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR §200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200, Subpart F, will meet the requirements of this part.

2. In connection with the audit requirements, the recipient shall also fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

3. If the recipient expends less than $750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR §200, Subpart F, is not required. In the event that the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR §200, Subpart F, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

Audits – State-Funded Programs

This part is applicable if the project recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the project recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities.

State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements above, the project recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

3. If the project recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the project recipient's resources obtained from non-state entities).

Pursuant to Section 215.97(8), Florida Statutes, state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.

Reports to be Submitted

Copies of reporting packages for audits conducted in accordance with 2 CFR §200, Subpart F, shall be submitted, as required by 2 CFR §200.512(d), by or on behalf of the recipient directly to each of the following:

- Florida Department of Education
  Bureau of Contracts, Grants, and Procurement Management Services
  344 Turlington Building
  325 West Gaines Street
  Tallahassee, FL 32399-0400

- Florida Department of Education's program office at the address stated on the Project Award Notification

- The Federal Audit Clearinghouse (FAC) in 2 CFR §200, Subpart F. requires the auditee to electronically submit the data collection form described in §200.512(b) and the reporting package described in §200.512(c) to FAC at: https://harvester.census.gov/facides/(S(mqamohbpfj0hmyh1r45p1po1))/account/login.aspx

Copies of financial reporting packages shall be submitted by or on behalf of the recipient directly to each of the following:

- Florida Department of Education
  Bureau of Contracts, Grants, and Procurement Management Services
  344 Turlington Building
  325 West Gaines Street
  Tallahassee, FL 32399-0400

- Florida Department of Education's program office at the address stated on the Project Award Notification

- Auditor General's Office
  401 Pepper Building
  111 West Madison Street
  Tallahassee, FL 32399-1450

Copies of reports or management letter(s) shall be submitted by or on behalf of the recipient directly to:

- Florida Department of Education
  Bureau of Contracts, Grants, and Procurement Management Services
  344 Turlington Building
  325 West Gaines Street
  Tallahassee, FL 32399-0400

- Florida Department of Education's program office at the address stated on the Project Award Notification

- In response to requests by a Federal agency, auditees must submit a copy of any management letters issued by the auditor, 2 CFR §200.512(e).

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department for audits completed in accordance with 2 CFR §200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Davis-Bacon Act, as amended (40 U.S.C. 276a et seq.)

When required by federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the

Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the DOL in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Parts 1, 3, 5, 6, and 7.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Orders (E.O.) 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, for prospective participants in primary covered transactions, as defined in 2 CFR §§§180.120, 180.125 and 180.200, no contract shall be made to parties identified on the General Services Administration's *Excluded Parties List System* as excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to these requirements may have serious consequences – for example, disallowance of cost, termination of project, or debarment. To assure that this requirement is met, there are four options for obtaining satisfaction that subgrantees and contractors are not suspended, debarred, or disqualified. They are:

The applicant certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal Department or agency.

- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement; theft, forgery, bribery, falsification, or destruction of records; making false statements; or receiving stolen property.

- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in this certification.

- Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Drug-Free Workplace (Grantees Other Than Individual)

As required by the Drug-Free Workplace Act of 1988 and implemented in 34 CFR §§84.200 and 84.610, the applicant certifies that it will continue to provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

- Establishing, as required by 34 CFR §84.215, an ongoing drug-free awareness program to inform employees about:

    - The dangers of drug abuse in the workplace.
    - The grantee's policy of maintaining a drug-free workplace.
    - Any available drug counseling, rehabilitation, and employee assistance programs.
    - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- Requiring that each employee engaged in the performance of the project is given a copy of this statement.

- Notifying the employee in the statement that, as a condition of employment under the project, the employee will:

    - Abide by the terms of the statement.
    - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

- Notifying the agency in writing within 10 calendar days after receiving notice of an employee's conviction of a violation of a criminal drug statute in the workplace, as required by 34 CFR §84.205(c)(2), from an employee or otherwise receiving actual notice of employee's conviction. Employers of convicted employees must provide notice, including position title to:

    Director, Grants and Contracts Service
    U.S. Department of Education
    400 Maryland Avenue, S.W. [Room 3124, GSA – Regional Office Building No. 3]
    Washington, D.C. 20202-4571

    (Notice shall include the identification number[s] of each affected grant).

- Taking one of the following actions, as stated in 34 CFR §84.225(b), within 30 calendar days of receiving the required notice with respect to any employee who is convicted of a violation of a criminal drug statute in the workplace.

    - Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended.
    - Requiring such employee to participate satisfactorily in drug abuse assistance or

rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Making a good-faith effort to maintain a drug-free workplace through implementation of requirements stated above.

DUNS Number - Data Universal Numbering System

The federal government requires organizations to provide a DUNS number (unique entity identifier), and register with the System for Award Management (SAM), as part of their grant applications and proposals. The DUNS number (unique entity identifier), is a nine-digit number issued by the Dun and Bradstreet Company. This company provides business information for credit, marketing, and purchasing decisions. Some entities will also have what is known as "DUNS + 4," which is used to identify specific units within a larger entity.

Registering for a DUNS number (unique entity identifier), is free of charge with no obligation to purchase any products from the Dun and Bradstreet Company. An authorizing official of the organization should request the number. Generally, it only takes a day to obtain a DUNS number by phone (1-866-705-5711), while applications through the Dun and Bradstreet website can take up to 30 days.

All recipients and sub-recipients funded with federal funds must obtain a DUNS number (unique entity identifier), and register with SAM prior to applying/receiving a Project Award.

EDGAR - Education Department General Administrative Regulations

The federal grant administrative regulations for education (Title 34 CFR Parts 75, 76, 77, 79, 81, 82, 84, 86, 97, 98, and 99), was revised on December 26, 2014, with the implementation of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance), and delete 34 CFR Parts 74, 80, and 85 (Part 85 changed to 2 CFR Part 180) and included the deleted regulations into the Uniform Grants Guidance. Both administrative regulations (EDGAR and Uniform Grants Guidance), apply to all federal projects/awards.

General Education Provisions Act (GEPA) Requirements - Section 427 (Federal Requirement) Equity for Students, Teachers, and Other Program Beneficiaries

The purpose of Section 427 of GEPA is to ensure equal access to education and to promote educational excellence by ensuring equal opportunities to participate for all eligible students, teachers, and other program beneficiaries in proposed projects, and to promote the ability of such students, teachers, and beneficiaries to meet high standards. Further, when designing their projects, grant applicants must address the special needs and equity concerns that might affect the ability of students, teachers, and other program beneficiaries to participate fully in the proposed project.

Program staff within the granting institution must ensure that information required by Section 427 of GEPA is included in each application that the Department funds. *(There may be a few cases, such as research grants, in which Section 427 may not be applicable because the projects do not have individual project beneficiaries. Contact the Government Printing Office staff should you believe a situation of this kind exists.)* In addition, all application packages for discretionary grants and

cooperative agreements must include the "Notice To All Applicants"(attached) that explains the requirements of Section 427.

The statute highlights **six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, and age**. Based on local circumstances, the applicant can determine whether these or other barriers may prevent participants from access and participation in the federally assisted project, and how the applicant would overcome these barriers.

These descriptions may be provided in a single narrative or, if appropriate, may be described in connection with other related topics in the application. Applicants should be asked to state in the table of contents where this requirement is met.

Department program staff members are responsible for screening each application to ensure that the requirements of this section are met before making an award. If this condition is not met, after the application has been selected for funding the program staff should contact the applicant to find out why this information is missing. Documentation must be in the project file indicating that this review was completed before the award was made. If an oversight occurred, the program staff may give the applicant another opportunity to satisfy this requirement, but must receive the missing information before making the award, 34 CFR §75.231.

All applicants for new awards must satisfy this provision to receive funding. Those seeking *continuation* awards do not need to submit information beyond the descriptions included in their original applications.

Gun Possession

As required by Title XIV, Part F, and Section 14601 (Gun-Free Schools Act of 1994) of the Improving America's Schools Act:

- The applicant certifies that in compliance with Section 1006.13(3) (a), Florida Statutes, any student who is determined to have brought a firearm, as defined in 18 U.S.C. s. 921, to school, any school function, or on any school-sponsored transportation will be expelled, with or without continuing educational services, from the student's regular school for a period of no less than one full year, and referred to the criminal justice or juvenile justice system.

- School boards may assign the student to a disciplinary program or second-chance school for the purpose of continuing educational services during the period of expulsion.

- Superintendents may consider the one-year expulsion requirement on a case-by-case basis and request that the school board modify the requirement if determined to be in the best interest of the student and the school system.

Indirect Cost and Administrative Fees

School District - The Department has been given authority by the U. S. Department of Education to negotiate indirect cost proposals and to approve indirect cost rates for school districts. School districts are required to develop an indirect cost proposal and, if they fail to do so, they will not be allowed to recover any indirect costs. Amounts from zero to the maximum negotiated rate may be

approved for a program or project by the Department of Education's Comptroller. Indirect costs shall only apply to federal projects.

State Agencies, Local Governments, Indian Tribal Governments, Universities, Colleges and all Non-Governmental Agencies - The Department will allow state universities, state colleges, private colleges and universities, and non-governmental agencies to charge an indirect cost (administrative and/or overhead) up to eight percent or the agency's restricted rate approved by the appropriate cognizant agency, **whichever is lower**. This rate may be charged on the total direct costs disbursed less the amounts of subcontracts in excess of $25,000, stipends, tuition and related fees, and items of equipment, alterations, renovations, and flow-through funds ("pass through" to another entity) on projects issued by the Department. This rate is intended to be all-inclusive of typical administrative and overhead costs, including but not limited to, rental of office space, bookkeeping and accounting services, and utilities. In the alternative, the Department will approve an indirect cost rate of eight percent plus the direct charges for typical administrative and overhead costs such as office space rental when such costs can be directly and appropriately allocated to the program. To recover indirect costs above eight percent, agencies other than school districts must furnish to the DOE's Comptroller's Office a copy of their current negotiated restricted indirect cost plan that has been approved by the appropriate cognizant agency. Amounts from eight percent to the maximum negotiated rate may be approved for a program or project by the Department's Comptroller. For agencies that may have indirect cost in excess of the eight percent limit may not charge directly, use to satisfy matching or cost sharing requirements, or charge to another federal award. Indirect costs shall only apply to federal projects.

Restrictions on Funds for Administration

Restrictions on the amount or percentage that can be charged to a project's administration (which includes indirect cost) will be reflected in the RFP or RFA and/or in the approved Project Award notification or amendment, where applicable.

Administrative Fee for Non-Federal Funds

An administrative fee may be approved by the Department for non-federal projects not to exceed five percent of the total cost of the project.

Interest Income

Based on Section 216.181(16) (b), Florida Statutes, and 2 CFR Part §200.305 (9), project/grant recipients shall remit on an annual basis all interest earned on cash advanced by the Department.

Lobbying

In accordance with Section 216.347, Florida Statutes, the disbursement of grants and aids appropriations for lobbying is prohibited. The Department may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The provisions of this section are supplemental to the provisions of Section 11.062, Florida Statutes, and any other law prohibiting the use of state funds for lobbying purposes.

As required by Section 1352, Title 31, of the U.S. Code, and implemented in 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined in 34 CFR §§82.105 and 82.110, the applicant certifies that:

- No federally appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- If any funds other than federally 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 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, contracts under grants, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR §200, Subpart F, and Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. By entering into this agreement (Project/Grant), the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

More Restrictive Conditions

Project recipients found to be in noncompliance with program and/or fund source requirements or determined to be "high risk" shall be subject to the imposition of more restrictive conditions. (See Section G, Conditions for the Approval of Project Applications and Project Amendments, or the Termination of a Project for additional information.)

Obligations by Project Recipients

Obligations will be considered to have been incurred by project recipients on the basis of

documentary evidence of binding commitments for the acquisition of goods or property or for the performance of work, except that funds for personal services, for services performed by public utilities, for travel, and for the rental of facilities shall be considered to have been obligated at the time such services were rendered, such travel was performed, and/or when facilities are used.

Ownership of Products—Intellectual Property

The ownership of products resulting from a project, which are subject to intellectual property rights, shall remain with the Department unless such ownership is explicitly waived. The following terms and conditions apply to all grants and project recipients, unless explicitly waived:

- With respect to all products created by the grantee for this project, said materials will be the property of the Department.

- To the extent that any product constitutes a "work" within the meaning of U.S. copyright laws, 17 U.S.C.S. 101, et seq., it shall be a "work for hire." In the event that a court of competent jurisdiction determines that a product or material is not a work for hire as a matter of law, the contractor shall assign and convey to the Department all right, title, and interest in the product or material and require its employees and subcontractors to do the same.

- The grantee agrees that its employees will not assert any ownership of the product produced under the project. The grantee shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure the Department's rights.

- Any claim by the grantee of ownership of pre-existing copyrights should be explicitly stated in the project documentation.

- The grantee agrees that if it hires any third party to perform any work on the project, the work shall be on a "work for hire" basis and shall not in any way infringe upon the Department's ownership of the product.

- The grantee agrees not to convey any rights in the product to a third party.

- If the grantee hires a third party to perform any work that involves the use of pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the grantee and the Department the non-exclusive license to use the product.

- A licensing agreement or other agreement regarding the use of intellectual property developed under the project may be developed between the Department and grantee in order to further the use of the products in the educational community.

Participation of Private School Students and Staff in Federal Grants

Students and staff of nonpublic schools shall be given an opportunity for equitable participation in activities or services conducted by school districts using federal funds. Appropriate personnel must be aware of, and consult, program-specific guidelines discussed in the applicable program statute,

regulations, and guidance documents.

Personnel Costs – Time Distribution

Charges to federal projects for personnel costs, whether treated as direct or indirect costs, are allowable to the extent that they satisfy both the Department's requirements and the specific requirements of 2 CFR §200.430, and will be based on payrolls documented in accordance with generally accepted practices of the local educational agency (LEA) and approved by a responsible official(s) of the LEA.

When employees work solely on a single federal award or cost objective, charges for their salaries and wages must be supported by personnel activity reports (PARs), which are periodic certifications (at least semi-annually) that the employees worked solely on that program for the period covered by the certification. These certifications must be signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee.

When employees work on multiple activities or cost objectives (e.g., more than one federal project, a federal project and a non-federal project, an indirect cost activity and a direct cost activity, two or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity), the distribution of their salaries or wages will be supported by personnel activity reports or equivalent documents that meet the following standards:

- Reflect an after-the-fact distribution of the actual activity of each employee
- Account for the total activity for which each employee is compensated
- Prepared at least monthly and must coincide with one or more pay periods
- Signed and dated by the employee

The U.S. Department of Education has approved for use in Florida a substitute system for allocating salaries to federal projects. As part of this substitute system, the Personnel Activity Reporting System (PARS) may be implemented by school districts so long as it is implemented in accordance with the Department's approved substitute system. This document is available upon request from the Department's Bureau of Contracts, Grants, and Procurement Management Services. When school districts choose to use the substitute system, no variations are allowed without specific written authorization from the Department. School districts choosing not to use the approved substitute system must implement a system that meets all of the requirements of both the Department and 2 CFR §200.430. School districts choosing to use the Department's substitute system must furnish to DOE's Comptroller's Office the district's policies and procedures, which specify the reporting months, as well as the actual time reporting instrument for approval. For each district given authorization to adopt a substitute system, a written approval/agreement will be in effect for the duration of the district's participation in the substitute system or until such time as the requirements change for the Department.

Note: This does not authorize school districts to consolidate administrative funds except as otherwise stated in the project award notification or to use "teams" as a basis for allocating personnel

cost. These methods apply only to the Department.

Project Effective Dates

For federal programs, funds shall be obligated no earlier than the date the project application was received by the Department and determined to be in substantially approvable form or the effective date of the federal grant award, whichever is later.

For state programs, funds shall be obligated no earlier than the effective date of the legislative appropriation, usually July 1.

All Project Award Notifications reflect the beginning and ending dates of the project period and the date for submission of the final expenditure report. All conditions stated in the award notification are considered binding on the project recipient.

Property

Property purchased, in whole or in part, with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules, and regulations, as follows.

Disposition of Equipment - Based on Section 273.055, Florida Statutes, and Rules 69I-72.002, and 69I-73.005, Florida Administrative Code, when original or replacement equipment acquired under a grant or sub-grant is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:

- Items of equipment with an acquisition cost of less than $1,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency. Income received from these sales will not be reported to the Department.

- Items of equipment with an acquisition cost in excess of $1,000 and a useful life of one year or more may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

- In cases where a grantee or sub-grantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or sub-grantee to take excess and disposition actions.

The Department's policy concerning proceeds received from the sale of property with a current per unit fair market value of $1,000 through $5,000 is the net amount received from such sales will remain at the sub-grantee level to be used in the same ongoing program. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's project in which the sale occurred. It should then be reported on line 11 of the Project Disbursement Report (form DOE 399, DOE 499, or DOE 599) as a total for the fiscal year in which the sale(s) occurred. This identification of income is necessary to meet reporting requirements of the United States Department of Education. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. Income from the sale of this type of property should be recorded in the agency's special revenue account as other

income and identified as such for the federal cash advance reconciliation at the end of each fiscal year. If the agency is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the Department to be forwarded to the United States Department of Education.[1] Equipment that was initially purchased with federal funds with a current per-unit fair market value in excess of $5,000, must be processed in accordance with 2 CFR §200.313(e)(2), with the assistance and written approval of the Department.

Disposition of Real Property - Disposition of real property will be handled on an individual basis. The local educational agency will also coordinate real property dispositions with the program coordinator responsible for the particular project or program from which the real property was purchased. Property purchased entirely with state funds shall meet the minimum requirements of the Auditor General as defined in the County and District Tangible Personal Property publication in addition to local procedures. (See Section F, Program Income, Interest Income, and the Disposition of Equipment, for additional information.)[2]

Inventory of Property – All project recipients must ensure that a complete physical inventory of all property is taken at least once each fiscal year. Chapter 69I-72.006, Florida Administrative Code.

Protected Prayer in Public Elementary and Secondary Schools

As required in Section 9524 of the Elementary and Secondary Education Act (ESEA) of 1965, as amended by the No Child Left Behind Act of 2001, school districts and other local education agencies must certify annually that they have no policy that prevents or otherwise denies participation in constitutionally protected prayer in public elementary and secondary schools.

Purchasing

All recipients and subrecipients must have documented procurement policies and procedures that meet the minimum requirements of federal and state statutes, rules, and regulations. Under the Uniform Administrative Requirements, the procurement standards are located at 2 CFR §§200.317 – 200.326.

Reporting Requirements—Financial Disbursements

Federal project recipients on cash advance are required to report disbursements using the Cash Advance and Reporting of Disbursements System (CARDS)[3] and by submitting a Project Budget Summary and Disbursement Report (DOE 399, DOE 499, or DOE 599) annually for each active project. These reports must be received in the DOE's Comptroller's Office by the 20th of the month succeeding the final month in which the disbursements were made. Failure to submit these reports in a timely manner may result in a decrease or delay in the monthly cash advance or loss of funds. Other federal project recipients are required to report in accordance with instructions stated in the Project Award Notification. State project recipients shall submit reports as required by the Department. Audit reports shall be sent in accordance with Section 215.97, Florida Statutes, to:

[1] Upon termination of a project, and at the discretion of the Department, all equipment/property purchased with project funds will be transferred to the location(s) specified by the Department and all necessary actions to transfer the ownership records of the equipment/property to the Department or its designee, will be taken.
[2] Ibid
[3] CARDS Cash Advance and Reporting of Disbursements System), is scheduled to be replaced with FLAGS (FLA Grants System). When replaced, all references to CARDS will be FLAGS.

Florida Department of Education
Bureau of Contracts, Grants, and Procurement Management Services
344 Turlington Building
325 W. Gaines Street
Tallahassee, FL 32399-0400

Retention and Access to Records

Requirements related to retention and access to project/grant records, are determined by federal and state laws, rules, and regulations. Federal regulation 2 CFR §200.333, addresses the retention requirements for records that applies to all financial and programmatic records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal or Project award. If any litigation, claim, or audit is started before the expiration date of the retention period, the records must be maintained until all ligation, claims, or audit findings involving the records have been resolved and final action taken.

In Florida, the General Records Schedule GS1-SL for State and Local Government Agencies (available at http://dos.myflorida.com/library-archives/records-management/general-records-schedules/) includes the following requirements related to grant files for recipients:

> This record series documents activities relating to grant-funded projects conducted by the grant recipient, including the application process and the receipt and expenditure of grant funds. These files may include, but are not limited to, grant applications; contracts; agreements; grant status, narrative, and financial reports; and supporting documentation. Project completion has not occurred until all reporting requirements are satisfied and final payments have been received.

The length of retention for these records in Florida is five years after the completion of the project provided applicable audits have been released.

Access to records of the grantee and subgrantees and the expiration of the right of access is found at 2 CFR §200.336 (a) (c), which states:

> (a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, including but not limited to the, Florida Department of Education, Florida Department of Financial Services, and the Auditor General of the State of Florida, must have the right of access to any documents, papers, or other records of non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
>
> (c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

Single Audit Act

- If a recipient expends **state** financial assistance equal to or in excess of $500,000 in a fiscal year,

that recipient is subject to the requirements of the Florida Single Audit Act (see Resources).

- If the recipient expends **federal** financial assistance equal to or in excess of $750,000 in a fiscal year, the recipient is subject to the requirements of the Federal Single Audit Act.

Projects/Grants awarded by the Florida Department of Education to subrecipients will be subject to audits and/or monitoring by the Department.

Supplement, Not Supplant

In accordance with program-specific authorizing laws and regulations implementing those laws, federal funds must generally be used to increase, to the extent practical, the level of nonfederal funds that would be available in the absence of federal funds, and in no case to replace these nonfederal funds.

The Stevens Amendment

All federally funded projects must comply with the Stevens Amendment of the Department of Defense Appropriation Act, found in Section 8136, which provides:

> When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Travel

All travel performed in connection with approved project activities must be in compliance with the current Section 112.061, Florida Statutes, which covers per diem allowance and travel expenses. The Florida Department of Education's Travel Manual is available at: http://www.fldoe.org/core/fileparse.php/5625/urlt/0076987-travelmanual.pdf .

Section 112.061(14), Florida Statutes, Applicability to Counties, County Officers, District School Boards, Special Districts, and Metropolitan Planning Organizations, establishes statutory authority allowing specified entities to establish travel reimbursement rates other than those established by Section 112.061(6)(a), (6)(b), and (7)(d), Florida Statutes. Each entity must comply in accordance with the statute, and include with the project application a copy of the applicable document, e.g., ordinance, resolution, policy, or rule, and have a detailed description on the project budget form.

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The Uniform Grants Guidance or UGG (2 CFR Part 200), went into effect on December 26, 2014, which consolidated previous requirements from OMB Circulars A-21, A-87, A-89, A-102, and A-110, A-122, A-133 into a uniform set of rules.. The focus for the change, from the Office of

Management and Budget (OMB) is streamlining the Federal government's guidance on Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. These regulations are required for all federally funded projects/programs.

School District of Manatee County

District Threat Management Coordinators (DTMC) Grant

TAPS 25A406

Narrative Section

Project Abstract: Rule 6A-1.0019(4)(a), F.A.C., requires each district school board to establish a District Threat Management Coordinator (DTMC) to oversee the district's threat management program. This allocation will be utilized by the School District of Manatee County to ensure this critical position is filled and maintained.

Project Design: This position, District Threat Management Coordinator (DTMC), aims to provide direction and leadership in safety while ensuring a safe environment for the students and staff in traditional and charter schools.

Project activities of the DTMC include the following:

1. Serve as the liaison between the School District and the Statewide District Threat Management Coordinator at FLDOE-Office of Safe Schools.
2. Lead the District Level Threat Management Team as directed by the FLDOE-Office of Safe Schools.
3. Lead the delivery of training curriculum for the new statewide threat management model.
4. Develop and deliver additional school safety training materials related to threat management.
5. Provide training and consultation to School-Based Threat Management Teams.
6. Conduct training for school district personnel and community agencies.
7. Review school-based threat management best practices as identified by industry leaders annually and recommend changes for the purpose of ensuring effective outcomes.
8. Develop and execute a compliance review process.
9. Prepare a variety of written materials and reports for the purpose of documenting activities, evaluating program outcomes, providing references, and conveying information.
10. Regularly review Florida Statute as it relates to school safety and ensure district policies and procedures are meeting state requirements and recommendations.
11. Oversee ongoing professional development opportunities to school district personnel.
12. Report violations or concerns of improper safety and security reporting to proper authorities for corrective action.

Timeline:

Quarter 1 July 2024- September 2024	***Quarter 2*** October 2024- December 2024	***Quarter 3*** January2025- March 2025	***Quarter 4*** April 2025- June2025
• Lead the delivery of training curriculum for the Florida Harm Prevention & Threat Management Model • Provide training to School Based Threat Management Teams (SBTMT) • Develop a compliance review process	• Oversee ongoing professional development for school district personnel • Assist all school-based threat management teams within the district including charter schools	• Continue to oversee ongoing professional development for school district personnel • Continued assistance to all school-based threat management teams within the district including charter schools	• Continue to oversee ongoing professional development for school district personnel • Continued assistance to all school-based threat management teams within the district including charter schools

Project Performance Accountability Form

Definitions

- **Scope of Work-** The major tasks that the grantee is required to perform
- **Tasks-** The specific activities performed to complete the Scope of Work
- **Deliverables-** The products and/or services that directly relate to a task specified in the Scope of Work. Deliverables must be quantifiable, measurable, and verifiable
- **Evidence-** The tangible proof
- **Due Date-** Date for completion of tasks
- **Unit Cost-** Dollar value of deliverables

Scope of Work Tasks/Activities	Deliverables (product or service)	Evidence (verification)	Due Date (completion)	Unit Cost (optional)
Liaison between the School District and the Statewide District Threat Management Coordinator (DTMC)	Attending the monthly meetings offered by the statewide DTMC and attend trainings offered by the office of safe schools (OSS)	Sign in sheets, Teams attendance, and registration at training	June 2025	
Lead the District Threat management Team (DTMT)	Conduct monthly DTMT meetings and summons the DTMT when necessary	Sign in sheets and meeting minutes	June 2025	
Lead the delivery of training curriculum for the Florida Harm Prevention & Threat Management Model	Conduct several Day 1 and Chair/Vice Chair/Principal trainings to district personnel	Sign in sheets, MyPGS registration, Smartsheet registration	June 2025	
Provide training to School Based Threat Management Teams (SBTMT)	Attend monthly SBTMT meetings providing training to members	Monthly meeting minute notes	June 2025	
Oversee ongoing professional development for school district personnel	Conduct professional development opportunities for school district personnel and delivering the OSS's annual threat management refresher training	MyPGS registration and PPT's	June 2025	
Develop a compliance review process	Implement threat management policies and procedures	Completed management policies and procedures	June 2025	
Assist all school-based threat management teams within the district	Attend charter administrator meetings, SDMC leadership meetings	Attendance and sign in sheets	June 2025	

including charter schools				

Note: Add additional lines if necessary

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	**School District of Manatee County**
B) DOE Assigned Project Number:	
C) TAPS Number:	**24A406**

(1)	(2)	(3)	(4)	(5)	(6)
FUNCTION	**OBJECT**	**Account Title and Narrative**	**FTE POSITION**	**AMOUNT**	**% Allocated to This Project**
7790	110	**Other Central Services-Administrator**: District Threat Management Coordinator	0.68	$ 51,289.93	68.39%
7790	210	**Other Central Services-Retirement** 13.63%		$ 6,990.82	9.32%
7790	220	**Other Central Services-FICA** 7.65%		$ 3,923.68	5.23%
7790	230	**Other Central Services-Group Insurance Health** 16.60%		$ 8,514.13	11.35%
7790	230	**Other Central Services-Group Insurance Life** 0.23%		117.97	0.16%
7790	240	**Other Central Services-Workers Compensation** 1.5%		$ 769.35	1.03%
7200	790	**General Administration (Superintendent's Office)-Indirect Cost**		$ 3,394.12	4.53%
					0.00%
			D) TOTAL	**$ 75,000.00**	**100%**

DOE ATTESTATION (Program and Grants Management)

The cost for each line item budget category has been evaluated and determined to be allowable, reasonable and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

April 2022 **DOE 101S**

AGENDA ITEM NO. 10.4

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept, and Expend a Grant from the Community Foundation of Sarasota Strauss Literacy Initiative, in the Amount of $500,000.00 (Incoming Grant Funds)

Executive Summary
The Community Foundation of Sarasota has approved a grant to the School District of Manatee County from their Strauss Literacy Initiative in the amount of $500,000.00.

This grant is to be used to support the University of Florida's (UF) Lastinger Center for Learning's Flamingo course to incorporate structured literacy practices infused into teacher instruction to enhance phonological awareness, phonics, word recognition, fluency, vocabulary, comprehension, and written expression for teachers in kindergarten through second grade. Funding includes professional learning for Title I Kindergarten and first grade teachers, expanded small group framework instruction for second grade teachers in Title 1 schools, additional support for elementary principals and assistant principals, continued support of literacy coaches and paraprofessionals through ongoing professional learning sessions.

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

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

Recommendation
The Superintendent recommends the approval to apply, accept, and expend a grant from the Community Foundation of Sarasota Strauss Literacy Initiative, in the amount of $500,000.00 (Incoming Grant Funds).

Financial Impact
There is no financial impact to the School District.

Contact
Submitting Department: Administration
Initiated by: Kevin Chapman

Attachments:
CFS_Grant_for_UF_Professional_Development

COMMUNITY FOUNDATION of Sarasota County

July 10, 2024

Dear Partners at School District of Manatee County:

It is my pleasure to inform you that the Community Foundation of Sarasota County has approved a grant to support a literacy program in the School District of Manatee County. Grant number 20247270 for $500,000 is provided by the **Ira and Patricia Strauss Fund for Children's Literacy of the Community Foundation of Sarasota County**.

This grant is to be used to support the **University of Florida's (UF) Lastinger Center for Learning's Flamingo course** to incorporate **structured literacy practices** infused into teacher instruction to enhance phonological awareness**, phonics**, word recognition, fluency, vocabulary, comprehension, and written expression for teachers in kindergarten through second grade. Funding includes a **professional learning** for all Title I Kindergarten and first grade teachers, **expanded small group framework instruction** for second grade teachers in Title 1 schools, additional **support for elementary principals and assistant principals**, continued **support of literacy coaches and paraprofessionals** through ongoing professional learning sessions.

A final report of grant expenditure is required by **May 30, 2025**. Attached please find an explanation of the reporting requirements to be submitted with the final report. To ensure continuity and timeliness of future partnerships, quarterly meetings to review grant progress, metrics, and impact are also required.

We also ask that both the Ira and Patricia Strauss Fund for Children's Literacy and the Community Foundation of Sarasota County are recognized for this grant through your publications and media. Grantee publicity instructions are enclosed for your reference. Please tag @CFSarasota on social media posts.

Depositing this check indicates acknowledgment of your acceptance of the conditions, terms and purpose of the grant. If you have any questions about the grant, please contact me at krussell@cfsarasota.org or (941) 556-7158.

Sincerely,

Kirsten Russell
Vice President, Community Impact

COMMUNITY FOUNDATION OF SARASOTA COUNTY

Reporting Requirements for the *Ira and Patricia Strauss Fund for Children's Literacy* Grant

This document serves as guideline for your final report of Ira and Patricia Strauss Fund for Children's Literacy grant expenditures. Please note that **grantee must maintain the grant funds in a separate account on the grantee's books.**

The final report of grant expenditure must be completed and returned to the Community Foundation of Sarasota County (CFSC) no later than **May 30, 2025**.

Please use the format below in your final report:

1. Organization Name, address, and email address
2. Grant Number and Name of Fund
3. Amount of Grant
4. Description of Grant
5. Name and telephone number of contact person within your organization
6. A financial accounting of how the funds were expended
7. Outcomes Measurement:
    a. Number of teacher participants, including associated schools and grades.
    b. Number of students impacted, including school, grade, and associated FAST Assessment scores of participating students and a control group; please do not include identifying information.
    c. Explain program implementation and process. Please include an overview of professional development from the UF Lastinger Center as well as an explanation of how the program was systematically implemented.
    d. Explain how results were measured. Please include the method used for measurement. Include data or reporting on academic progress and wellbeing of participants.
    e. Share stories and examples of how students/families were impacted by the program.
    f. Assessment of program strengths and weaknesses. Please include specific details relating to UF Lastinger Professional Development.
8. Publicity: Please tag @CFSarasota on social media posts. Additional options include short videos that capture participant feedback or overall program impact; short blog posts from your organization or participants that we may share on our website; and/or photos.

We want to share the impact of your program throughout the program/project. Please share program details and photos directly with our marketing team by sending an email to communications@cfsarasota.org.

Please email your final grant report to impact@cfsarasota.org.

Please note: An incomplete, late, or missing report will delay opportunities to apply for grants in the future. If you have any questions, please contact Stephanie Miller at smiller@cfsarasota.org.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

156310 156310

COMMUNITY FOUNDATION OF SARASOTA COUNTY

Ira and Patricia Strauss Fund for Children's Literacy
Community Foundation of Sarasota County, Inc.
2635 Fruitville Road
Sarasota, FL 34237
941-955-3000

Bank of America
ACH R/T 063100277

DATE 06/28/2024

PAY * Five Hundred Thousand and no/100 * DOLLARS $***500,000.00

Void after 180 days

TO THE ORDER OF

School District of Manatee County
ATTN: Dr. Jason Wysong
215 Manatee Ave West
Bradenton, FL 34205

RUB RED IMAGE FADES WITH HEAT

Security Features Included Details on back

⑈156310⑈ ⑆063000047⑆ 008981721028⑈

COMMUNITY FOUNDATION OF SARASOTA COUNTY

Ira and Patricia Strauss Fund for Children's Literacy
Community Foundation of Sarasota County, Inc.
2635 Fruitville Road
Sarasota, FL 34237
941-955-3000

Date: 06/28/2024

It is our pleasure to enclose the above check from The Community Foundation of Sarasota County, Inc. This grant is provided by the **Ira and Patricia Strauss Fund for Children's Literacy**.

Grant Purpose: To support the partnership with UF and focused professional learning around the Science of Reading as outlined in your proposal

Grant Reference #: 20247270
Grant Amount: 500,000.00
Grant Recipient: School District of Manatee County
Check #: 156310

Please read the enclosed grant letter/contract/agreement. Depositing this check indicates acknowledgement of your acceptance of the terms and purpose of the grant. If you have any questions regarding this payment, please call us at 941.955.3000.

AGENDA ITEM NO. 10.5

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of the New Affiliation Agreements Between the University of Florida, Grand Canyon University, and the School District of Manatee County for University Students Pursuing Degrees in Education to Fulfill Student Teaching Requirements (No Financial Impact)

Executive Summary
Historically, the School District of Manatee County has partnered with colleges and universities to provide clinical experiences for their students participating in various educational programs. Partnerships of this kind have allowed agencies to provide their students with practical application of learned theory. This training experience will allow a cooperative effort between the University of Florida, Grand Canyon University, and the School District of Manatee County. The goal is that the interns will seek employment within the district once their training is completed. The School District of Manatee County will partner with the University to provide participating students in the college's education program with hands-on facilitated experiential learning. A copy of the agreements are attached for review.

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

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

Recommendation
The Superintendent recommends approval of the new affiliation agreements between the University of Florida, Grand Canyon University, and the School District of Manatee County for university students pursuing degrees in education to fulfill student teaching requirements (No Financial Impact).

Financial Impact
No financial impact to the district.

Contact
Submitting Department: Curriculum/Professional Learning
Initiated By: Terra Brown

Attachments:
University of Florida Affiliation Agreement
Grand Canyon University Affiliation Agreement

Docusign Envelope ID: D9F36BE2-3891-4C22-98D1-44A47B55BB3E

AFFILIATION AGREEMENT
For Field Experience/Internship Placement

I. PARTIES

THIS AFFILIATION AGREEMENT ("Agreement") is made by and between the **University of Florida** a public body corporate of the State of **Florida**, acting for and on behalf of the **University of Florida** hereinafter referred to as **"University"** and School District of Manatee County hereinafter referred to as **"District,"** and collectively referred to as "Parties."

II. PURPOSE OF AGREEMENT

It is mutually agreed that the purpose of this Agreement is to provide a learning experience ("Program") for University students ("Participants") pursuing degrees in Education to fulfill student teaching requirements. Therefore, in consideration of the mutual promises contained herein, the Parties agree as set forth herein.

III. GENERAL PROVISIONS OF AGREEMENT

A. Effective Date and Term: This Agreement shall be effective immediately upon signing of all parties to the agreement, and shall remain in effect for and no later than June 30, 2027 **(Not to exceed three years)**.

B. Non-discrimination: Both Parties agree that there will be no discrimination in placement of Participants because of race, color, religion, sex, national origin, age, handicap, or marital status and agree to adhere to the provisions of applicable Federal and State Laws regarding discrimination.

C. Termination: This Agreement may be terminated by either Party upon 30 days written notice to the other Party, such notice is to be provided. In the event this Agreement is terminated pursuant to this paragraph, District agrees that no Participants currently participating in a Program will be denied the opportunity to complete the Program, even if the effective date of termination occurs prior to the completion date of the Program. In such event, all applicable provisions of this Agreement, including the right to request withdrawal of any Participant pursuant to Section VI, shall remain in force during the period from the effective date of termination, until the Program is completed. The District may remove participants from the Program for reasons other than termination of the Agreement.

IV. RESPONSIBILITIES OF THE UNIVERSITY

It shall be the responsibility of the University to:

A. Plan and administer the University educational program for its students and be responsible for the enrollment of its students in University courses, including the student teaching clinical placement.

B. Work with designated District staff to determine the placement sites for Participants in the Program, including dates and the number of Participants to be placed.

C. Designate a person or persons to coordinate and act as liaison with the appropriate District personnel.

D. Provide the District with a list of Participants within an agreed upon time prior to the start of each Program.

Docusign Envelope ID: D9F36BE2-3891-4C22-98D1-44A47B55BB3E

E. Ensure that Participants have the necessary didactic prerequisites to maximize the learning experience at the District.

F. Communicate with the District's coordinator and Participant to assess Participant's progress as necessary.

G. Inform Participants that they are responsible for complying with the rules and policies of the District, including recognition of the confidential nature of information regarding the District's students and their records.

H. Cooperate fully with District and its counsel in the defense of any claims against District in any way arising out of or connected with District's affiliation with University pursuant to this Agreement.

I. Instruct Participants of any Human Resource District requirements for criminal background checks and drug screenings prior to the Participant's participation in the Program at District. All costs associated with such requirements shall be the responsibility of Participant. Any Participant who has not completed the required background or drug screenings, or who has not passed the required screening according to District standards, shall not be eligible to participate in the Program.

J. Compliance with Jessica Lunsford Act: The School District of Manatee County and State of Florida, requires all Internship individuals that come in contact with students to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board required to go on school grounds when students are present, must comply with the requirements of the law 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/. Level II background checks will be conducted at the cost of the intern and/or **Fill in Name of School.**

K. The University shall inform Participants that they must comply with all applicable FERPA requirements, as well as applicable District policies and procedures related to education records.

L. University agrees to comply with all applicable requirements of FERPA in performance of this Agreement.

V. RESPONSIBILITIES OF THE DISTRICT

It shall be the responsibility of the District to:

A. Be responsible for the conduct of its operations, supervision of its staff, and the education of District students.

B. Designate a coordinator from its staff to act as the liaison with University in connection with this Agreement.

C. Determine, in consultation with University, the Participants who will be placed at District schools.

D. Provide an appropriate orientation of Participants to its facilities and its policies and procedures.

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E. Provide opportunities for a Participant learning experience with appropriate supervision.

F. Assign teachers, in consultation with University, to serve as supervising teachers for the evaluation of the Participants. Supervising teachers shall complete evaluation forms provided by University. Supervising teachers selected by District will (a) assist in orienting Participants to the school, the classroom and the pupils; (b) explain relevant school and district policies, rules and regulations to Participants; (c) provide prompt and substantive feedback to Participants regarding performance activities and interactions with District personnel, pupils and parents; (d) complete evaluation of Participant progress and submit them to University after reviewing them with Participants; (e) immediately inform the University coordinator of any concerns regarding a Participant; (f) establish a time to meet and discuss with Participants their activities, impressions, reflections, and suggestions for goals and areas of improvement. Videotaping of classroom and students is expressly prohibited at all times.

G. Retain ultimate responsibility for student learning and curricular standards during the course of the Program.

H. Allow Participants, at their own expense, to use school cafeterias and other similar services available to employees in the District.

I. Permit the Participants to have access to student education records as necessary for participation in the Program and in accordance with District policies provided. Participants treat education records as confidential, pursuant to the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations.

J. District agrees to comply with all applicable requirements of FERPA in performance of this Agreement.

VI. REQUEST FOR WITHDRAWAL OF PARTICIPANT

The District may request the University to withdraw any Participant from its facilities whose conduct or work with students or personnel is not in accordance with the policies and procedures of the District or is detrimental to the operation of the District's programs or activities. District and University agree to work cooperatively to avoid disruption to the Program, if possible, and if deemed necessary, University agrees to withdraw such Participant.

VII. MISCELLANEOUS

A. Insurance and Indemnification:

To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence within the limits provided by § 768.23, Florida Statutes. This provision shall survive the termination or expiration of the Agreement for any claims based upon actions that occurred during the performance of this Agreement. The University and the District further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the University or the District or its officers, employees, servants, agents and agencies to be sued; and (3) a waiver of sovereign immunity of the University or the District beyond the limited waiver provided in section 768.28, Florida Statutes.

The University, as a public body corporate, participates in the State of Florida's Risk Management Trust Fund for purposes of general liability, workers' compensation, and employer's liability insurance coverage, with said coverage being applicable to University's officers, employees, servants, and agents while acting within the scope of their employment or agency. **Students are not officers, employees, servants, or agents of the**

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University and are not covered under the University's insurance.
The District represents it has obtained and shall keep in force during the Term of this Agreement, at the Site's expense, commercial general liability insurance insuring against bodily injury and property damage liability, with a combined single limit of not less than $1,000,000.00 per injury or occurrence with respect to any insured liability.

B. Compliance with Florida's Public Records Act:

By entering into this Agreement, University acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act.

IF UNIVERSITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UNIVERSITY'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

215 MANATEE AVENUE W.
BRADENTON,
FLORIDA, 34205
(941) 708-8770
PUBLICRECORDS@MANATEESCHOOLS.NET

C. Confidentiality:

The Parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act.

D. Sovereign Immunity:

The parties acknowledge and agree that the neither party waives its immunity, and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the either party's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and the parties expressly reserve these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by the parties.

E. Independent Contractor:

The relationship of the Parties hereunder shall be an independent contractor relationship, and not an employment, joint venture, or partnership relationship. Neither Party shall have the power to bind the other Party or contract in the name of the other Party. All persons employed by a Party in connection with operations under this Agreement shall be considered employees of that Party and shall in no way, either directly or indirectly, be considered employees or agents of the other Party. Participants shall not be considered employees of District and are not entitled to any of the benefits accorded to District employees, including, but not limited to participation in employee benefit plans, unemployment compensation, and workers' compensation. Participants are placed with the District to receive clinical field experience as part of their academic curriculum; those duties performed by a Participant are not performed as an employee, but in fulfillment of academic requirements, and are performed under supervision. University shall not employ, contract with, or otherwise use the services of any officer or employee of District. University certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material interest with District.

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F. Entirety of Agreement:

This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all of the negotiations, understandings and representations (if any) made by and between such Parties. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the Parties hereto.

G. Choice of Laws:

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

H. Assignment:

This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.

I. No Third-Party Beneficiaries:

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Neither Party intends to directly or substantially benefit

J. Severability:

In the event that any one or more of the sections paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences clauses or provisions had never been included herein.

K. Waiver:

The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the Party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

L. Captions:

The captions, section designations, section numbers, article numbers, titles and headings appearing in the Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

M. Covid-19 Clause**:**

The **Fill in name of school** agrees to comply with the District's COVID-19 protocols.

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O. Notices; Electronic Communications:

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

To District:	ATTN: Human Resources Director, Professional Support Center, 2501 63rd Ave. E., Bradenton, FL 34203 941-751-6550 _____ _____
To University:	ATTN:_Lori Dassa Director of Clinical Experiences and Partnerships 1023A Norman Hall Gainesville, FL 32601 ldassa@coe.ufl.edu (352) 273-2051

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

P. Counterparts:

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

Q. Employment Eligibility Verification (E-Verify):

By entering into this Agreement, the Parties understand and agree to comply with the provisions of Section 448.095, Florida Statutes. University affirms and represents that it is registered with, and uses the E-Verify system, and will continue to use the E-Verify system. Compliance with Section 448.095, Florida Statutes, includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide University with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. University shall maintain a copy of all such affidavits for the duration of the Agreement.

SIGNATURES TO AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

Docusign Envelope ID: D9F36BE2-3891-4C22-98D1-44A47B55BB3E

District: School District of Manatee County	University:
_____	_____
Signature	Signature
_____	J. Scott Angle
Printed Name	Printed Name
_____	Provost and Senior Vice President
Title	Title
_____	7/10/2024
Date	Date

Approved as to Form:

_____
School District of Manatee County
General Counsel

AFFILIATION AGREEMENT
For Field Experience/Internship Placement

I. PARTIES

THIS AFFILIATION AGREEMENT ("Agreement") is made by and between **Grand Canyon University** hereinafter referred to as **"University"** and School District of Manatee County hereinafter referred to as **"District,"** and collectively referred to as "Parties."

II. PURPOSE OF AGREEMENT

It is mutually agreed that the purpose of this Agreement is to provide a learning experience ("Program") for University students ("Participants") pursuing degrees in Education to fulfill student teaching requirements. Therefore, in consideration of the mutual promises contained herein, the Parties agree as set forth herein.

III. GENERAL PROVISIONS OF AGREEMENT

A. Effective Date and Term: This Agreement shall be effective immediately upon signing of all parties to the agreement, and shall remain in effect for **three years** and no later than June 30, 2027 **(Not to exceed three years)**.

B. Non-discrimination: Both Parties agree that there will be no discrimination in placement of Participants because of race, color, religion, sex, national origin, age, handicap, or marital status and agree to adhere to the provisions of applicable Federal and State Laws regarding discrimination.

C. Termination: This Agreement may be terminated by either Party upon ninety (90) days written notice to the other Party, such notice is to be provided. In the event this Agreement is terminated pursuant to this paragraph, District agrees that no Participants currently participating in a Program will be denied the opportunity to complete the Program, even if the effective date of termination occurs prior to the completion date of the Program. In such event, all applicable provisions of this Agreement, including the right to request withdrawal of any Participant pursuant to Section VI, shall remain in force during the period from the effective date of termination, until the Program is completed. The District may remove participants from the Program for reasons other than termination of the Agreement.

IV. RESPONSIBILITIES OF THE UNIVERSITY

It shall be the responsibility of the University to:

A. Plan and administer the University educational program for its students and be responsible for the enrollment of its students in University courses, including the student teaching clinical placement.

B. Work with designated District staff to determine the placement sites for Participants in the Program, including dates and the number of Participants to be placed.

C. Designate a person or persons to coordinate and act as liaison with the appropriate District personnel.

D. Provide the District with a list of Participants within an agreed upon time prior to the start of each Program.

E. Ensure that Participants have the necessary didactic prerequisites to maximize the learning experience at the District.

F. Communicate with the District's coordinator and Participant to assess Participant's progress as necessary.

G. Inform Participants that they are responsible for complying with the rules and policies of the District, including recognition of the confidential nature of information regarding the District's students and their records.

H. Cooperate fully with District and its counsel in the defense of any claims against District in any way arising out of or connected with District's affiliation with University pursuant to this Agreement.

I. Instruct Participants of any Human Resource District requirements for criminal background checks and drug screenings prior to the Participant's participation in the Program at District. All costs associated with such requirements shall be the responsibility of Participant. Any Participant who has not completed the required background or drug screenings, or who has not passed the required screening according to District standards, shall not be eligible to participate in the Program.

J. Compliance with Jessica Lunsford Act: The School District of Manatee County and State of Florida, requires all Internship individuals that come in contact with students to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board required to go on school grounds when students are present, must comply with the requirements of the law 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/. Level II background checks will be conducted at the cost of the intern.

K. The University shall require that all Participants comply with all applicable FERPA requirements, as well as applicable District policies and procedures related to education records.

L. University agrees to comply with all applicable requirements of FERPA in performance of this Agreement.

V. RESPONSIBILITIES OF THE DISTRICT

It shall be the responsibility of the District to:

A. Be responsible for the conduct of its operations, supervision of its staff, and the education of District students.

B. Designate a coordinator from its staff to act as the liaison with University in connection with this Agreement.

C. Determine, in consultation with University, the Participants who will be placed at District schools.

D. Provide an appropriate orientation of Participants to its facilities and its policies and procedures.

E. Provide opportunities for a Participant learning experience with appropriate supervision.

F. Assign teachers, in consultation with University, to serve as supervising teachers for the evaluation of the Participants. Supervising teachers shall complete evaluation forms provided by University. Supervising teachers selected by District will (a) assist in orienting Participants to the school, the classroom and the pupils; (b) explain relevant school and district policies, rules and regulations to Participants; (c) provide prompt and substantive feedback to Participants regarding performance activities and interactions with District personnel, pupils and parents; (d) complete evaluation of Participant progress and submit them to University after reviewing them with Participants; (e) immediately inform the University coordinator of any concerns regarding a Participant; (f) establish a time to meet and discuss with Participants their activities, impressions, reflections, and suggestions for goals and areas of improvement. Videotaping of classroom and students is expressly prohibited at all times.

G. Retain ultimate responsibility for student learning and curricular standards during the course of the Program.

H. Allow Participants, at their own expense, to use school cafeterias and other similar services available to employees in the District.

I. Permit the Participants to have access to student education records as necessary for participation in the Program and in accordance with District policies provided. Participants treat education records as confidential, pursuant to the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations.

J. District agrees to comply with all applicable requirements of FERPA in performance of this Agreement

VI. REQUEST FOR WITHDRAWAL OF PARTICIPANT

The District may request the University to withdraw any Participant from its facilities whose conduct or work with students or personnel is not in accordance with the policies and procedures of the District or is detrimental to the operation of the District's programs or activities. District and University agree to work cooperatively to avoid disruption to the Program, if possible, and if deemed necessary, University agrees to withdraw such Participant.

VII. MISCELLANEOUS

A. Insurance and Indemnification:

Grand Canyon University agrees to defend indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against 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, **Grand Canyon University** 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 **Grand Canyon University** 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 . To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This provision shall survive the termination or

expiration of the Agreement for any claims based upon actions that occurred during the performance of this Agreement.

B. Compliance with Florida's Public Records Act:

By entering into this Agreement, University acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because University is performing services on behalf of District, University shall:

1. Keep and maintain public records required by District to perform pursuant to the Agreement. To assist University with compliance with this requirement District agrees to notify or identify such public records for University.
2. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if University does not transfer the records to District.
4. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of University or keep and maintain public records required by District to perform the service. If University transfers all public records to District upon completion of this Agreement, University shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If University keeps and maintains public records upon completion of this Agreement, University shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF UNIVERSITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UNIVERSITY'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

215 MANATEE AVENUE W.
BRADENTON,
FLORIDA, 34205
(941) 708-8770
PUBLICRECORDS@MANATEESCHOOLS.NET

C. Confidentiality:

The Parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, University shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of University's performance

of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, University shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, University shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the Parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of University, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should University not disclose the records or documents, University will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should University require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

D. Sovereign Immunity:

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

E. Independent Contractor:

The relationship of the Parties hereunder shall be an independent contractor relationship, and not an employment, joint venture, or partnership relationship. Neither Party shall have the power to bind the other Party or contract in the name of the other Party. All persons employed by a Party in connection with operations under this Agreement shall be considered employees of that Party and shall in no way, either directly or indirectly, be considered employees or agents of the other Party. Participants shall not be considered employees of District and are not entitled to any of the benefits accorded to District employees, including, but not limited to participation in employee benefit plans, unemployment compensation, and workers' compensation. Participants are placed with the District to receive clinical field experience as part of their academic curriculum; those duties performed by a Participant are not performed as an employee, but in fulfillment of academic requirements, and are performed under supervision. University shall not employ, contract with, or otherwise use the services of any officer or employee of District. University certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material interest with District.

F. Entirety of Agreement:

This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all of the negotiations, understandings and representations (if any) made by and between such Parties. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the Parties hereto.

G. Choice of Laws:

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

H. Assignment:
This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.

I. No Third-Party Beneficiaries:
The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Neither Party intends to directly or substantially benefit

J. Severability:
In the event that any one or more of the sections paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences clauses or provisions had never been included herein.

K. Waiver:
The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the Party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

L. Captions:
The captions, section designations, section numbers, article numbers, titles and headings appearing in the Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

M. Covid-19 Clause**:**
The **Grand Canyon University** agrees to comply with the District's COVID-19 protocols.

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

To District:	ATTN: Human Resources Director, Professional Support Center, 2501 63rd Ave. E., Bradenton, FL 34203 941-751-6550
	_____ _____
To University:	ATTN: COE Affiliations COEAffiliations@gcu.edu

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

P. Counterparts:

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

Q. Employment Eligibility Verification (E-Verify):

By entering into this Agreement, the Parties understand and agree to comply with the provisions of Section 448.095, Florida Statutes. University affirms and represents that it is registered with, and uses the E-Verify system, and will continue to use the E-Verify system. Compliance with Section 448.095, Florida Statutes, includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide University with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. University shall maintain a copy of all such affidavits for the duration of the Agreement.

SIGNATURES TO AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

District: School District of Manatee County	University: Grand Canyon University
_____	Emily E. Pottinger
Signature	Signature
_____	Emily Pottinger
Printed Name	Printed Name
_____	Assocaite Dean
Title	Title
_____	07/29/2024
Date	Date

Approved as to Form:

_____
School District of Manatee County
General Counsel

AGENDA ITEM NO. 10.6

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Agreement Between the School District of Manatee County and Scott A. Wenk, PLLC, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2024-2027 School Years (No Financial Impact)

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Scott A. Wenk, PLLC

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

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

Recommendation
The Superintendent recommends approval of the agreement between the School District of Manatee County and Scott A. Wenk, PLLC, for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2024-2027 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
MTC Affiliation Agreement Scott A Wenk PLLC, Board Date 082724

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Scott A. Wenk, PLLC

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Scott A. Wenk, PLLC, a Florida Limited Liability Company. (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that the students enrolled in any of the District's Health Science Programs at Manatee Technical College (College) are provided the opportunity and benefit of clinical experience provided by Affiliate (Experience) at any location of Affiliate (Locations).

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

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. **Educational Services and Coordinator:** District shall provide Affiliate with students enrolled in any of the District's Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (Students). District shall also provide the requisite instruction, supervision and guidance to Students as appropriate and required for the clinical phase of their respective program. District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the District (Coordinators). The Coordinators shall 1) make periodic visits to the Locations, 2) upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliate, 3) collaborate with assigned Affiliate personnel at the Locations to ensure that Students meet identified curriculum competencies. The Coordinators shall have the authority, after consultation with Affiliate's representative at the Location, to remove the Student from the Experience, if deemed appropriate at the Coordinator's sole discretion.

   B. **Patient Records:** The District shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliate or any applicable Payor. All such records shall be delivered to and maintained by District and in accordance with its policies and procedures. The District shall ensure that its personnel and Students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. Personnel of Affiliate will recognize Students as participants in the Experience, and will be willing to cooperate as appropriate to make arrangements for teaching situations for Students that will contribute to their growth and development of skills.

B. Affiliate shall certify to the District that it is licensed and fully accredited by an appropriate accrediting body and that the individuals responsible for direction of Students are licensed/certified in the State of Florida.

C. Affiliate shall not compensate Students for their participation in the Experience.

D. Affiliate shall provide adequate time for orientation of Students to the Location(s).

E. Affiliate shall ensure that Students, when participating in the Experience at any Affiliate Location, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

F. Affiliate shall ensure that all assignments for Students at Locations shall comply with the applicable prevailing professional standards of care and that all applicable state statutes, ratios, guidelines shall be followed by Affiliate.

G. Affiliate shall, at the end of the Experience for each of the Students, complete an evaluation for each individual student in terms of their personal abilities, knowledge and performance of skills. The evaluation report will be developed, in collaboration with the Coordinator, by an employee designated by Affiliate who has direct knowledge of the student's performance in the area in which the student gains experience.

H. Affiliate shall provide Students with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Assistant Director of the College and the Coordinator. Affiliate shall not be responsible for notifying the appropriate emergency contact for Students; all responsibility to notify appropriate emergency contacts for Students shall fall upon the District and specifically the Coordinator.

I. Affiliate and District agree that Students will be subject to the rules and regulations of Affiliate. Affiliate shall have the right to discontinue the training of any Students at its Locations, upon consultation with the Coordinator.

J. Affiliate and District agree that Students may be scheduled for assignment during regular operating hours of Affiliate.

K. Affiliate accepts ultimate responsibility for the quality of patient care.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the Experience, plus any equipment, expendable supplies and services necessary for the proper operation of the Experience. In connection with the foregoing, Affiliate shall be responsible for compliance by its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **PROVISION OF EDUCATIONAL EXPERIENCE:** Affiliate shall, as a part of and in furtherance of the Experience, provide the following:

   A. Observational educational and practice experiences in the patient units and clinics and in other departments.

   B. Orientation of the Students and District personnel to the Locations, physical facilities, policies, and procedures of Affiliate and Locations, as required.

   C. Use and/or patronage of any Affiliate cafeterias or similar areas at Locations by Students and District personnel, if available, at the sole cost and expense of the user/patron.

   D. Proof acceptable to the District that Locations and facilities of Affiliate are properly licensed and fully accredited by the appropriate accrediting body and that the individuals responsible for directing Students are properly licensed in the State of Florida.

5. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

6. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and Students to report any incident/injury that occurs during the Experience or that is witnessed as having occurred at any Location of Affiliate. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The District shall be responsible for compliance by the District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in Exhibit A and shall require their respective personnel and Students to comply with same.

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

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

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. **TERM; EXTENSION; TERMINATION:**
   A. Term and Extension: This Agreement shall be in effect for a period of three school years commencing on the date of execution by all parties and terminating on June

30, 2027. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2027.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to Affiliate or recoveries by District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

10. **MISCELLANEOUS PROVISIONS:**

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

B. 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 Agreement may be cancelled by District upon thirty days written notice and District shall be released of any and all obligations under this Agreement.

C. Entire Agreement: 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. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

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

F. 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 District does not direct or control the work or services to be performed, or how to perform such work or services under this Agreement.

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

The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

H. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

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

J. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

K. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Affiliate's employees and employees of Affiliate's

subcontractors.

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

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

N. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

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

P. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

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

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

provided by law.

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

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

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

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

R. 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 Affiliate will in no way be a cause for relief from responsibility. Affiliate shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Affiliate must not be in violation of any zoning or other ordinances in the performance of this Agreement.

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

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

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

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

W. 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 Affiliate employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Affiliate. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

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

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

IN **WITNESS WHEREOF, Scott A. Wenk, PLLC** and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By: _____

Superintendent, School District of Manatee County

Date_____ By: _____

Chair, School Board of Manatee County

Date_____ By: _____

General Counsel

Date Jan 23, 2024 By: Scott A Wenk

(Affiliate Authorized Signature)

Title: Owner + Manager

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County

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

Dr. Jason Wysong
SUPERINTENDENT
** * **
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Scott A. Wenk, PLLC

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

Jennifer Gilray, Ed.D.
Assistant Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/16/2024

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

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

PRODUCER	CONTACT NAME: Jeanine Caruso, SBCS	
Gracey-Backer Inc. 275 George Bush Boulevard Delray Beach FL 33444	PHONE (A/C, No, Ext): (561)276-6055	FAX (A/C, No): (561)265-0034
	E-MAIL ADDRESS: jeanine@gbifl.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : OMS National Insurance Co RRG	44121
INSURED	INSURER B :	
Scott Anthony Wenk DDS 4919 Primrose Path Sarasota FL 34242	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: CL2451655915 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR X Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			2000091	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 6,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Claims made coverage form. Retro Date: 07/01/2005

CERTIFICATE HOLDER

Insured's Copy

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

J Caruso, SBCS/RD

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/16/2024

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

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

PRODUCER	CONTACT NAME: Jeanine Caruso, SBCS	
Gracey-Backer Inc. 275 George Bush Boulevard Delray Beach FL 33444	PHONE (A/C, No, Ext): (561)276-6055	FAX (A/C, No): (561)265-0034
	E-MAIL ADDRESS: jeanine@gbifl.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : OMS National Insurance Co RRG	44121
INSURED	INSURER B :	
Scott Anthony Wenk DDS 4919 Primrose Path Sarasota FL 34242	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: CL2451655915 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR X Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			2000091	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 6,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Claims made coverage form. Retro Date: 07/01/2005

CERTIFICATE HOLDER

Sarasota Memorial Hospital
Attn: Medical Staff Office
1600 S. Tamiami Trail
Sarasota, FL 34239

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

J Caruso, SBCS/RD

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SUNCOAST ORAL SURGERY SPECIALISTS

Filing Information

Registration Number	G21000142405
Status	ACTIVE
Filed Date	10/22/2021
Expiration Date	12/31/2026
Current Owners	1
County	MULTIPLE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

5011 OCEAN BLVD
SUITE 305
SARASOTA, FL 34242

Owner Information

SCOTT A. WENK, PLLC
7005 S. TAMIAMI TRAIL
SARASOTA, FL 34231
FEI/EIN Number: 85-4126399
Document Number: L20000364589

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AGENDA ITEM NO. 10.7

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval to Renew the Contract Between Palm Shores Behavioral Health Center and the School District of Manatee County for the 2024-2025 School Year (No Net Financial Impact)

Executive Summary
Palm Shores Behavioral Center is a fully licensed specialty residential treatment center designed to re-establish healthy behaviors while successfully transitioning residents back into the family, home, school, and community. The Palm Shores Behavioral Center serves patients grades 6-12 with various cognitive functioning levels. Every effort is made to provide the highest quality comprehensive mental health care and educational services for at-risk children, adolescents, families and the community.

The contract renewal will allow The School District of Manatee County and Palm Shores Behavioral Health Center to continue to provide an educational program for exceptional education students that will also include community awareness, skill training, and work experience.

This contract was reviewed by the Legal Department on 7/22/24.

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

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

Ready For Life | Goal 2
Ensure that all staff are trained to respond to students impacted by trauma and adverse childhood experiences, including highly effective student services and mental health supports

Recommendation
The Superintendent recommends approval to renew the contract between Palm Shores Behavioral Health Center and the School District of Manatee County for the 2024-2025 School Year (No Net Financial Impact).

Financial Impact
The School District of Manatee County will reimburse Palm Shores Behavioral Health Center 95 percent of the weighted Full Time Equivalency (FTE) based upon FTE generated during the 2024-2025 school year. The maximum number of full-time equivalent students to be funded under this agreement is sixty-five (65). Students receiving services from the agency generate state funds through the Florida Education Finance Program (FEFP). There are no matching requirements.

Contact
Submitting Department: Exceptional Student Education
Initiated By: Joshua Bennett

Attachments:
Palm Shores Agreement Facility 2024-2025

AGREEMENT BETWEEN
PREMIER BEHAVIORAL HEALTH SOLUTIONS OF FL,
D/8/A/ PALM SHORES/SUNCOAST BEHAVIORAL HEALTH CENTER
AND
THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA

This agreement ("Agreement") is entered in by and between Premier Behavioral Health Solutions of FL, d/b/a/ Palm Shores Behavioral Health Center, 1324 37th Avenue East, Bradenton, FL, 34208 and Suncoast Behavioral Health Center, 4480 51st St. West, Bradenton, FL, 34210, hereinafter referred to as "Palm Shores/Suncoast," and The School District of Manatee County, Florida, whose address is 215 Manatee Avenue West, Bradenton, Florida, 34205, hereinafter referred to as the "School District," and shall be in effect from August 6, 2024 until June 30, 2025

I. Nature and Purpose of the Agreement

A. Palm Shores/Suncoast, a non-educational agency, operates a facility where school age children receive mental and behavioral health care while residing at the facility. It is the intent of this Agreement to govern provision of education services to students who are residents of Florida who receive treatment at Palm Shores/Suncoast during the pendency of this Agreement.

8. All students admitted to a Palm Shores/Suncoast program must be educated by Palm Shores/Suncoast consistent with.state and federal legal requirements. The School District shall provide Florida Public Schools Full-Time Equivalent ("FTE") funding for students participating in the Palm Shores/Suncoast residential treatment program, pursuant to the terms of this Agreement.

II. Palm Shores/Suncoast' Duties under the Agreement

B. To designate a staff member to be responsible for Palm Shores/Suncoast' obligations under this agreement and to respond to day-to-day operational questions from School District staff concerning the provision of education to students receiving treatment at Palm Shores/Suncoast.

8. To provide medical and/or therapeutic care and treatment to students who have entered the Palm Shores/Suncoast facility for treatment, which may include, but is not limited to, psychiatric care and treatment, psycho-social care and treatment, psychological evaluations and other medical/therapeutic services as appropriate, at no cost to the School District, *i.e.*, the student receiving care and treatment has been placed at the facility by a parent, guardian, or entity other than the School District and no part of the student's medical and/or therapeutic care and treatment is to be paid by the School District.

C. A School District-approved Release of Information form shall be provided to parents/guardians of students receiving treatment at Palm Shores/Suncoast to obtain their written consent enabling the School District and Palm Shores/Suncoast to share relevant written and verbal

information concerning the student, as well as all educational records concerning students participating in the medical and/or therapeutic treatment program at Palm Shores/Suncoast. Palm Shores/Suncoast shall be solely responsible for maintaining all health records concerning each student receiving treatment at Palm Shores/Suncoast, in accordance with and subject to the Health Insurance Portability and Accountability Act ("HIPAA"). Records maintained by Palm Shores/Suncoast concerning the education of any student receiving treatment at Palm Shores/Suncoast shall become part of that student's permanent student record maintained by the School District, as defined by the Family Educational Rights and Privacy Act ("FERPA") and such records must be supplied to the School District upon request-and/or automatically upon transfer or discharge of the student from Palm Shores/Suncoast. All student records must be maintained in a manner and form consistent with School District policy and state and federal law to ensure confidentiality of the records as prescribed by FERPA and Florida Statutes Chapter 1002. All requests for release of records protected by and subject to FERPA and Florida Statutes Chapter 1002 shall be processed by Palm Shores/Suncoast in accordance with the notice, consent, hearing, and transfer of rights requirements contained within those laws.

D. Palm Shores/Suncoast shall provide classroom space for instruction and provide a safe and secure learning environment for all students accessing the virtual program who are being provided care and treatment at Palm Shores/Suncoast, to include appropriate student-to- behavioral-staff supervision at all times.

E. Palm Shores/Suncoast, for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School District and its officers and employees harmless for and from any claim, loss, damage or liability caused by negligence, misfeasance, or malfeasance by Palm Shores/Suncoast, its officers, employees, agents, representative, contractors, or sub-contractors, in the performance of or relating to the performance of the duties imposed by Palm Shores/Suncoast by this Agreement, and any covenant and provision hereof, including but not limited to, defending the School District and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School District, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the School District. Palm Shores/Suncoast shall indemnify and hold the School District harmless from any claim, loss, damage, or liability caused by negligence, misfeasance, or malfeasance by Palm Shores/Suncoast, its officers, employees, agents, representative, contractors, or sub-contractors, in the performance of or relating to the performance of the duties imposed by this Agreement. Palm Shores/Suncoast shall immediately give the School District written notice of any and all claims asserted against the School District. The School District shall have the right but not the obligation to participate in any defense of the School District undertaken by Palm Shores/Suncoast pursuant to this section.

F. Palm Shores/Suncoast shall provide an educational program for all students in 6th - 12th grade, not to exceed 18 years of age participating in its residential treatment programs designed to allow students in treatment to continue with their education. This obligation shall include the following:

i. Palm Shores shall have written policies for scope of services offered to students in Palm Shores/Suncoast treatment programs, to include policies concerning admission, discharge,

educational philosophy, maintenance and dissemination of records, personnel policies, and description of staff duties. Palm Shores/Suncoast' written policies must include a separate policy governing provision of emergency medical care to students while residing at Palm Shores/Suncoast.

ii. Palm Shores/Suncoast will ensure each child shall have on file certification of immunizations for the prevention of those communicable diseases for which immunization is required by the Florida Department of Health. Palm Shores/Suncoast shall further ensure that each student admitted to the Palm Shores/Suncoast program shall have certification of a school-entry health examination performed within one (1) year prior to enrollment in school. Palm Shores/Suncoast shall be responsible for reporting to the county health department director or administrator annual reports of compliance with provision of school health examinations and immunizations.

iii. Palm Shores/Suncoast shall provide classroom space and a safe and secure learning environment for all students who receive services under this contract. Palm Shores/Suncoast shall provide adequate and appropriate textbooks, education materials, and supplies for students in its programs, as well as classroom technology if needed to provide appropriate instruction, over and above the twenty (20) computers to be provided by the School District pursuant to this Agreement.

iv. Palm Shores/Suncoast shall represent and warrant to the School District that its officers, administrators, directors, or any other employees or agents with authority to bind Palm Shores/Suncoast shall read and shall be familiar with Florida Statutes Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468, regarding background investigations. Palm Shores/Suncoast covenants to comply with all requirements contained in the above-cited statutes and shall provide the School District with proof of compliance upon request. Palm Shores/Suncoast agrees to indemnify and hold harmless the School District, its officers, agents, employees, representatives, and assigns, from any liability in the form of physical or mental injury, death, or property damage resulting from Palm Shores/Suncoast' failure to comply with the requirements of this paragraph and with all statutory citations contained herein.

v. All Palm Shores/Suncoast school personnel and/or independent contractors who come in contact with students on the premises of the Palm Shores/Suncoast facility shall fully comply with Sections 1012.465-1012.467, Florida Statutes ("The Jessica Lunsford Act") and at a minimum, Palm Shores/Suncoast must ensure that any Palm Shores/Suncoast personnel and/or independent contractors performing any services under this agreement who are permitted access to students have been Level 2 screened as set forth in Section 1012.32, Florida Statutes. Palm Shores/Suncoast further agrees to indemnify and hold harmless the School District for any claims, causes of action, damages, fees (including attorney's fees), or costs that may result from Palm Shores/Suncoast' breach of any provision of The Jessica Lunsford Act and/or this section of the Agreement.

vi. Any instructional personnel employed by or who contract with Palm Shores/Suncoast to provide educational services to students at Palm Shores/Suncoast shall possess the appropriate professional certification required by the State District of Education. Teachers with temporary certification must participate in the School District's certification program, or another

comparable certification program, for which the teacher must pay the cost of participation. For teachers with temporary certifications, Palm Shores/Suncoast must provide documentation the teacher(s) have applied for certification including a timeline for steps being taken to obtain professional certification. Palm Shores/Suncoast shall further be responsible for notifying parents of students in writing when a teacher is teaching out of his/her area of certification, in the form of individual letters or as a notice readily accessible to the parents of all relevant students. All instructional personnel will be required to possess endorsements/certifications as required by law, including reading endorsement/certification to provide Tier III interventions as Palm Shores/Suncoast will ensure Tier III interventions are provided by statute.

vii. All Palm Shores/Suncoast staff who work with or come in contact with students must be fingerprinted and processed pursuant to Florida law, to include a criminal background check processed by the School District and submitted to the Florida Department of Law Enforcement and the Federal Bureau of Investigation. Any subsequent arrests of staff who work with or come in contact with students must be reported to the School District immediately upon discovery by Palm Shores/Suncoast.

viii. A personnel file shall be maintained by Palm Shores/Suncoast for each employee who works with or comes in contact with students at Palm Shores/Suncoast, which shall include the individual's resume, transcripts, letters of reference, certification and/or licensure records, and all background check information as required by The Jessica Lunsford Act and any other required background check documents that would be maintained concerning the employee by Palm Shores/Suncoast in the ordinary course of business.

ix. Any instructional programs offered at Palm Shores/Suncoast for students shall meet the requirements of the Florida Education Code and include curricular offerings consistent with the Florida Course Code directory. Teacher assignments will be determined by prescribed course codes and the specified area(s) of certification, including Exceptional Student Education ("ESE") certification. Teachers of record at Palm Shores/ Suncoast must be able to be entered into the School District's student information system. Edgenuity teachers will not be entered into the School District's student information system and may not be considered teachers of record. It is the intention of Palm Shores/Suncoast and the School District that the Edgenuity virtual education program assists Palm Shores/Suncoast in meeting its responsibilities to offer appropriate instructional programs to students in residential treatment at Palm Shores/Suncoast as a supplementary program, not as the sole source of educational instruction for students at Palm Shores/Suncoast.

x. All students at Palm Shores/Suncoast will participate in standardized testing as required by the State of Florida and the State District of Education, pursuant to the testing administration schedule followed by the School District for its students.

xi. The instructional day and year shall be consistent with Florida Statutes Section 1011.60, prescribing 180 actual teaching days per school year, or the hourly equivalent of 180 actual teaching days as prescribed in State District of Education Rule 6A- 1.04511. There shall be, at a minimum, five (5) hours of instruction daily and one (1) hour of planning daily for instructional staff. All

teachers will be responsible for the planning, development, and delivery of standards-based instructional activities aligned to Florida's B.E.S.T. standards.

xii. Instruction of students shall be delivered through a variety of instructional techniques to address students' academic levels and learning styles based on entry assessments, past records, and if applicable, the student's Individual Education Plan ("IEP"). Palm Shores/Suncoast may use School District-approved assessments to determine proficiency if no state standardized assessment scores are available for a student at the time of admission.

xm. Students who are non-proficient in reading and/or math on a standardized assessment for two (2) or more consecutive years are required to receive enhanced instruction through a course or courses that will assist in building the student's skills in the deficient area(s) and improve test-taking strategies as such intervention will be delivered as per statute.

xiv. For students with IEPs, instructional personnel at Palm Shores/Suncoast shall provide individualized instruction and educational services consistent with each student's IEP, regardless of the content area being taught. Likewise, appropriately licensed and/or credentialed personnel shall deliver any and all related services in accordance with a student's IEP, including but not limited to, speech therapy, language therapy, physical therapy, and/or occupational therapy. Palm Shores/Suncoast shall provide all information required by the State District of Education for each Speech/Language Pathologist assigned to work with students at Palm Shores/Suncoast. The information required to be reported to the State District of Education to earn FTE may change from time to time.

xv. With assistance from the School District's Exceptional Student Education specialist, as described herein, Palm Shores/Suncoast shall maintain proper documentation of the provision of Exceptional Student Education to students with IEPs at Palm Shores/Suncoast. An IEP meeting shall be convened as soon as reasonably possible upon a student's admission to Palm Shores/Suncoast, to include appropriate members of the IEP team as required by law, and at least one employee of Palm Shores/Suncoast familiar with the student's education and treatment regimen at Palm Shores/Suncoast, to ensure the student's IEP is designed to confer a free and appropriate public education. Student will not be barred from receiving educational services at Palm Shores/Suncoast while ESE paperwork is being obtained by Palm Shores/Suncoast from the receiving school district. Students may be found eligible for Hospital Homebound placement if accomplished in compliance with State District of Education and School District rules, regulations, and procedures, with parental consent as appropriate.

xvi. Palm Shores/Suncoast shall develop plans under Section 504 of the Rehabilitation Act of 1973 for eligible students with disabilities, consistent with federal law and implementing regulations governing provision of accommodations and related services to qualifying students.

xvii. Instructional personnel shall possess or be in the process of obtaining an English for Speakers of Other Languages ("ESOL") endorsement as required by the Florida Education Code and State District of Education Rules. Documentation must be provided to the School District concerning

efforts by all teachers of students at Palm Shores/Suncoast to ensure the ESOL requirement is being met on an annual basis.

xviii. Palm Shores/Suncoast shall develop individual plans for limited English proficient students according to state and federal law that includes specific individualized long-term goals and short-term instructional objectives for reading, writing, mathematics, and science. The plan should also identify diagnostic assessments, intervention strategies, and progress updates for determining progress toward achieving the goals and objectives of the required plan and a schedule for addressing and measuring student progress pursuant to the required plan.

xix. Palm Shores/Suncoast shall maintain all student records and student data required to participate in the Florida Education Finance Program ("FEFP"), including documentation required to obtain funding for special programs, including Exceptional Student Education programs.

xx. Palm Shores/Suncoast shall request and document requests for all student records, transcripts, withdrawal forms, and ESE records, including IEPs, on the date of a student's entry to the Palm Shores/Suncoast program. Palm Shores/Suncoast shall report the non-attendance of students to the office of the School District's Supervisor of Dropout Prevention in accordance with the Florida Department of Education, Florida Education Finance Program (FEFP) guidelines.

xxi. Palm Shores/Suncoast shall be responsible for maintaining and providing all required State District of Education and School District reports concerning student academic progress to parents in the appropriate home language, pursuant to the Florida Education Code and School District Rules. Palm Shores/Suncoast shall accurately maintain all student data on the School District's student information system, to which the School District shall provide Palm Shores/Suncoast appropriate and necessary access.

xxii. Palm Shores/Suncoast shall comply with all reporting requirements contained in state law and School District Rules regarding the restraint and/or seclusion of students.

xxiii. Palm Shores/Suncoast shall provide meals for students participating in its treatment programs.

III. **The School District's Duties under this Agreement**

A. The School District shall reimburse Palm Shores/Suncoast for delivery of the program services described herein in an amount equal to ninety-five percent (95%) of the weighted FTE funding generated per year for the actual number of eligible students enrolled in the program during the official FTE survey weeks conducted by the State District of Education. The number of FTE will be adjusted in accordance with any adjustment made by the Florida State Legislature or the State District of Education. The maximum number of full-time equivalent students to be funded under this agreement for Palm Shores is sixty five (65) FTEs based on provision of documentation of internal review. The maximum number of full-time equivalent students to funded under this agreement for Suncoast is forty (40) FTEs based on provision of documentation of internal review. Payments for August through December 2024 will be made on the February 2024 FTE count. Payments for January through March 2025 will be adjusted in accordance with actual October 2024 FTE counts and an estimate for the February 2025 counts. The payments for April

through June will be based on the actual counts for October 2024 and February 2025. In addition, the School District will pay Palm Shores/Suncoast its proportional share of allocations for Supplemental Academic Instructional ("SAi") funding, the Exceptional Student Education Guaranteed Allocation, and Public-School Technology. The School District will pay Palm Shores/Suncoast its proportional share of federal funding for eligible students. If there is a loss of funding because of the School District exceeding the cap on any area of the FTE, there will be a proportional decrease in funding to Palm Shores/Suncoast.

B. The School District shall provide a designated School Board employee, and Exceptional Student Education Specialist, to be compensated solely by the School District, for the duration of the 2024-2025 school year, who shall be responsible for maintaining Exceptional Student Education compliance records for all students in residential treatment at Palm Shores/Suncoast who have been found eligible to receive special education and related services pursuant to the Individuals with Disabilities Education Act ("IDEA"). The Exceptional Student Education Specialist shall act as the local education agency ("LEA") representative for the School District with respect to all students in treatment at Palm Shores/Suncoast and will be responsible for ensuring that all state and federal procedural requirements pertaining to the education of students with disabilities who have Individual Education Plans ("IEP") are followed. This will include preparing notices of IEP meetings, ensuring attendance of all necessary members of the IEP team, and virtually maintaining all records in Peer of IEP meetings, to include conference notes, data, and any other documents related to a student's IEP that would normally be maintained in the virtual environment by the School District's Exceptional Student Education Department in the ordinary course of business. The Specialist so designated shall not be responsible for delivering substantive educational services and/or therapies pursuant to any student's IEP.

C. The School District will provide training for Palm Shores/Suncoast teachers to obtain the ESOL endorsement at no cost to Palm Shores/Suncoast. The School District will provide the Annual Proficiency Test for English Language Development offered through the State of Florida at no cost. The School District will bill Palm Shores/Suncoast for the IDEA Proficiency Test {IPT at the same cost the District pays). The School District will provide modeling and training to the Palm Shores/Suncoast test administrator for the above-mentioned assessments at no cost.

D. The School District agreements contained in paragraphs (A)-(D) above shall not obligate the School District to any further provision of programs, personnel, or funding for the benefit or use of Palm Shores/Suncoast in educating students participating in its treatment programs.

E. The School District shall provide initial diagnostic and evaluation services to determine whether a student is eligible for an IEP or Section 504 Plan. Likewise, the School District conducts re-

evaluations of students already participating in an ESE program or receiving Section 504 accommodations, including but not limited to, screening and evaluations of students to determine if the use of an assistive technology device and/or other specialized equipment is necessary for the student to obtain a free and appropriate public education. Palm Shores/Suncoast staff may be requested to provide data, written input, or verbal input at IEP meetings or Section 504 meetings, for the purpose of providing initial diagnostic of evaluation services or re-evaluations to students with disabilities or students suspected of having disabilities who are being served or have been served at Palm Shores/Suncoast during the period of this Agreement, and Palm Shores/Suncoast staff shall provide such assistance.

IV. The Parties' Shared Duties and Agreements

A. Each party to this Agreement shall designate a contact person to address unforeseen questions or problems arising out of this Agreement during its term. The School District designates its Director of Exceptional Student Education, or his/her designee, as its contact person. The School District does not waive its right to attempt to achieve resolution of issues arising from the Agreement via legal counsel. Palm Shores/Suncoast designates Bill Jordan, Palm Shores' Chief Executive Officer, as its contact person and reserves the right to employ legal counsel to assist in negotiating resolution of issues arising from the Agreement. The parties shall attempt to resolve disputes via negotiations and if possible, reduce a negotiated resolution of a disputed issue to writing, which shall then be attached to and incorporated by reference into this Agreement as a clarifying interpretation, upon the express written consent of both parties to the amendment.

B. The parties agree this contract shall become effective August 8, 2024, and shall terminate June 30, 2025, or upon sixty (60) days' written notice by either party, without cause.

C. Both parties agree that they do not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age. All parties to this agreement are subject to the provisions of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Family Educational Rights and Privacy Act, the Health Insurance Portability and Accountability Act, the Individuals with Disabilities Education Act, and the Florida Civil Rights laws as codified in state statute.

D. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Twelfth Judicial Circuit, Manatee County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Twelfth Judicial Circuit Court ("Court"). Each party consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

E. The parties agree that School District staff will be permitted to review, in person, the

academic program provided by Palm Shores/Suncoast for the benefit of Manatee County students and confer with Palm Shores/Suncoast staff at reasonable times. Further, the School District and Palm Shores/Suncoast agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of this Agreement.

F. Any Extended School Year services for which a student with an IEP is found eligible will be the responsibility of Palm Shores/Suncoast, not the School District.

G. Public Records Notice: Palm Shores/Suncoast and the School District are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this contract. With respect to Palm Shores/Suncoast' obligations under Chapter 119, Florida Statutes, the facility must:

i. Keep and maintain public records required by the School District to perform the services specified herein.

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

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Palm Shores/Suncoast does not transfer the records to the School District.

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

v. The failure of Palm Shores/Suncoast to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School District.

vi. Notwithstanding the foregoing, the parties recognize that the School District is subject to the provisions of the Florida Public Records Law, as codified in Chapter 119, Florida Statutes. In the event that the School District is served with a request to disclose any information Palm Shores/Suncoast deems confidential, pursuant to the requirements of applicable law, a judicial or governmental request, requirement or order or otherwise, the School District will promptly notify Palm

Shores/Suncoast in order to provide Palm Shores/Suncoast sufficient time to object to such request and pursue a court order protecting the disclosure of such information at Palm Shores/Suncoast' sole costs and expense. Palm Shores/Suncoast shall notify the School District, in writing, of its intent to seek protection of the Confidential Information within 10 days of receipt of the School District's notification. Palm Shores/Suncoast' failure to notify the School District of its intent to seek protection shall authorize the disclosure of the requested information and shall authorize the School District to comply with the disclosure request. If Palm Shores/Suncoast notifies the School District of its intent to seek a court order protecting the disclosure of the information, then the School District will take reasonable steps to cooperate with Palm Shores/Suncoast in contesting such request, requirement, or order or in otherwise protecting Palm Shores/Suncoast' rights prior to disclosure.

H. It is mutually agreed and understood that the services provided by Palm Shores/Suncoast to the District pursuant to this Agreement are rendered by Palm Shores/Suncoast to the District as an independent contractor, and nothing contained in this Agreement shall be construed as creating an employment relationship, a partnership, a joint venture, or a principal/agent relationship between the District and Palm Shores/Suncoast. In this regard, neither Palm Shores/Suncoast nor any of Palm Shores/Suncoast' agents, representatives, employees, or independent contractors shall be deemed to be employed by the District for purposes of any tax or contribution levied by, under or in accordance with any federal, state, or local laws with respect to employment or compensation for employment, or for any purpose whatsoever. In addition, neither Palm Shores/Suncoast nor any of its employees, agents, representatives, or independent contractors shall be entitled to any fringe benefits, including participation in any health insurance, dental, retirement, or any other defined benefit or deferred compensation plans established or offered by the District to or for the benefit of any of the School District's employees. Palm Shores/Suncoast shall render services hereunder as an independent contractor, and any duties of Palm Shores/Suncoast arising out of this Agreement shall be owed solely to the District (or its Affiliates) and not for the benefit of any third parties. Palm Shores/Suncoast shall not have any right or authority during the term of this agreement to assume or create any obligations or responsibility, expressed or implied, on behalf of or in the name of the District (or any of its Affiliates) in any way. Palm Shores/Suncoast covenants and agrees with School District that Palm Shores/Suncoast shall pay when due all taxes or contributions levied by, or in accordance with, any federal, state, or local law due with respect to any of Palm Shores/Suncoast' employees, agents, or independent contractors for any and all purposes whatsoever.

I. Notwithstanding any other provision of the agreement, the parties hereby acknowledge and agree that the School District of Manatee County, Florida, as an agency of the state of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in §768.28, Florida Statutes. No provision of this agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

J. This Agreement may be modified subject to revenue shortfalls which reduce School District funding. Any such modification shall be proportionate to the School's District reduction.

K. Employment Eligibility Verification ("E-VERIFY"): By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1,

2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system. The Contracted Site agrees to execute the attached E-Verify form annexed to this agreement.

L. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLICRECORDS 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

M. 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 cost of such dispute will be borne by the individual party.

N. Termination for cause: The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School 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 or 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.

O. 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.

Intentionally left blank

THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THIS AGREEMENT WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT WITH THE FULL KNOWLEDGE OF LITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the parties hereto have caused these twelve (12) pages document to be executed by their undersigned officials as duly authorized.

E-Verify Number: 1318055

PREMIER BEHAVIORAL HEALTH SOLUTIONS OF FL, D/B/A PALM SHORES BEHAVIORAL HEALTH CENTER

Palm Shores Behavioral Health Ctr, CEO — Date 7/22/2024

Dr. Jason Wysong, Superintendent — Date

Chad Choate III, Board Chair — Date

Approved to:

Legal Department — Date

AGENDA ITEM NO. 10.8

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title

Approval of the 2024-2025 Instructional Materials Adoption Plan for Personal Financial Literacy and Money Management (Multiple Funding Sources)

Executive Summary

Florida law and School Board Policy 2520 (Selection and Adoption of Instructional Materials) requires the School Board to adopt and provide adequate instructional materials to students enrolled in the School District of Manatee County for the core courses of mathematics, language arts, social studies, science, reading, and literature. This action item provides the School Board with a plan for the 2024-2025 school year to adopt and purchase Personal Financial Literacy and Money Management instructional materials, pursuant to the instructional materials review process, for implementation in 2025-2026.

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 2024-2025 instructional materials adoption plan for Personal Financial Literacy and Money Management (Multiple Funding Sources).

Financial Impact

The estimated projected cost of the Personal Financial Literacy and Money Management instructional materials adoption based on current enrollment projections is $350,000.00 to be funded by the general fund, grant funds, and other funding sources.

Contact

Submitting Department: Curriculum and Instruction
Initiated by: Tiffany Spradling

AGENDA ITEM NO. 10.9

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of the School District of Manatee County 2024-2025 Professional Learning Catalog for Annual Submission to the Florida Department of Education. (No Financial Impact)

Executive Summary
Pursuant to s. 012.98(4)(b)5., F.S., the School District of Manatee County annually submits verification of School Board approval of the professional learning catalog to the Florida Department of Education which includes the components used to align with state guidelines used in our professional development system. School district professional learning systems must include a professional learning (PL) catalog that identifies the educational training programs, called components of professional learning, that may generate points toward recertification or add-on certification. The PL catalog must be updated and approved by the district school boards on an annual basis by September 1 and written verification must be submitted annually to the Commissioner of Education by October 1.

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

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

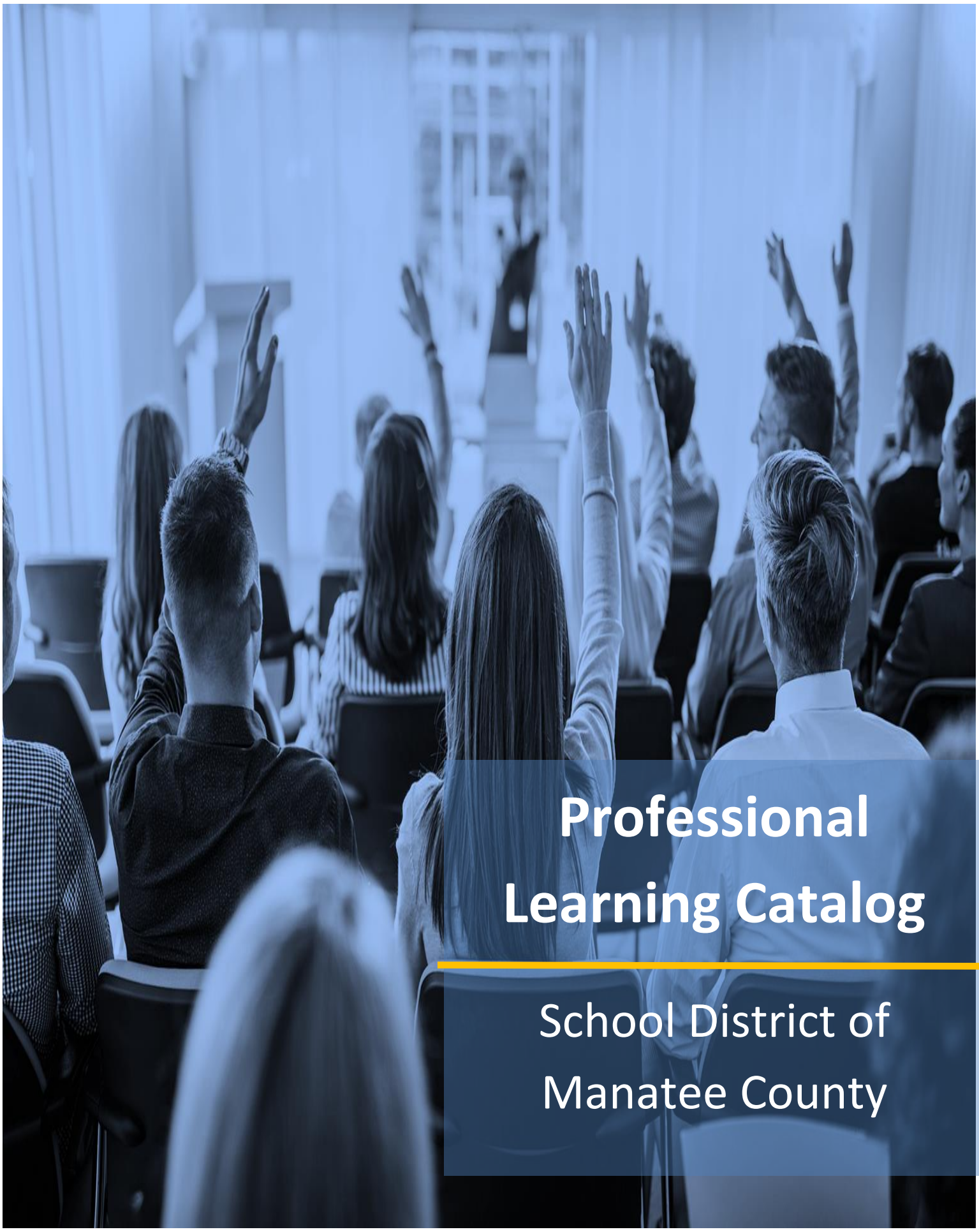
Ready To Learn | Goal 4
Develop effective professional development and high-quality instructional coaching for teachers to support rigorous literacy instruction across all grades

Recommendation
The Superintendent recommends approval of the School District of Manatee County 2024-2025 Professional Learning Catalog for annual submission to the Florida Department of Education (No Financial Impact).

Financial Impact
No Financial Impact

Contact
Submitting Department: Curriculum
Initiated By: Alison Nichols

Attachments:
SDMC_Professional Learning Catalog_2024-2025



Professional Learning Catalog

School District of Manatee County

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I. Professional Learning Catalog Overview

A. Overview of Professional Learning Catalog

Please provide a brief description of the district's catalog. Include the district's process for selecting components, collaborations with stakeholders (teachers; teacher-educators; business and community representatives; and local education foundations, consortia and professional organizations) and goals for professional learning.

VISION
The School District of Manatee County fosters collaborative partnerships with all stakeholders to nurture a collective responsibility to participate in continuous procession learning resulting in excellence in teaching and learning.

MISSION
The School District of Manatee County is committed to building the capacity of leaders at all levels to establish and sustain effective, standards-based professional learning.

COMPONENT SELECTION
The School District of Manatee County selected components that meet the professional learning needs of all stakeholders based on data (an analysis of the qualitative data from needs surveys and quantitative data from assessments) to build capacity and foster growth.

COLLABORATIONS
The School District of Manatee County works closely with the Manatee Education Foundation, colleges and universities, FDLRS, BEES, and community partners to support professional learning and opportunities for professional growth. In addition, we work to build capacity within our own educators to share instructional strategies and practices across our district during district-wide professional learning days and through our teacher mentor program.

GOALS

- To enhance classroom instructional strategies that promote rigor, relevance and are fundamental to student learning.
- Commit to continuous improvement to prepare students for success in college, career, and life.
- Support educators with assuming collective responsibility for student learning.
- Improve practice of all professionals in the district.
- Create and sustain a culture of learning by building successful leaders.

B. Middle Grades Instructional Personnel and School Administrator Training

Please provide a brief description of the training middle grade instructional personnel and school administrators receive on the district's code of student conduct.

School-based administrators receive training on how to use our code of conduct in a series of trainings that take place throughout the school year during Dean, Assistant Principal, and Principal meetings. We also invite representatives from the DOE each summer who train these same administrators. We have yearly trainings for all new employees during orientation. School-based administrators train their teachers during pre-planning week and as needed during the school year.

C. Integrated Digital Instruction and Competency-based Instruction

Please briefly describe the training on integrated digital instruction and competency-based instruction provided by the district. In this description, be sure to include information on the Florida Career and Professional Education Act (CAPE), CAPE Digital Tool certificates and CAPE industry certification.

The Adult Career and Technical (ACT) Education department supports the professional learning of CTE teachers related to CAPE Industry Certifications and Digital Tools Certifications by offering several opportunities throughout the year for training and support. The year begins in July with the opportunity for any CTE teacher, who is interested, to attend the Florida Association of Career and Technical Education summer conference, which includes extensive training on CAPE. In August all CTE teachers come together for a day long training that includes training on CAPE and compliance training related to the "rules" of administering the CAPE industry certifications and academic integrity. Throughout the year teachers have on demand access to LinkedIn Learning that provides robust specialized training on the individual CAPE certifications. Additionally, the ACT office provides specialized training, as teachers request it, throughout the year and at the end of the school year.

D. Classroom Management

Please provide a brief description of the training provided by the district on classroom management, student behavior and interactions.

A train the trainer approach is used to ensure all staff have been trained on classroom management, student behavior and interactions. Each school has deans and/or student support specialists who serve as CHAMP trainers. The trainers meet monthly to review best practices for classroom management and then go back to their sites and share that information with their staff. They also provide training in August to their staff and provide ongoing support throughout the year as needed. New teachers to the district are provided with a day-long training during New Educator Orientation on best practices for classroom management and student interactions. As teachers request, additional training and support is provided.

E. Extended Learning Opportunities

Please provide a brief description of the training provided by the district on extended learning opportunities for students.

The district provides multiple opportunities for summer learning opportunities for students to extend their learning through programs such as Extended School Year, Migrant Camps, Title I Summer Camps, Summer Bridge, Third Grade Reading Camp, and ELL Camps. Teachers are provided two-days of training to prepare for the summer opportunities.

Teachers are provided with collaborative planning to support after school and Saturday learning opportunities to help increase student achievement.

STEM teachers are provided monthly professional learning in order to support and increase opportunities for students to enrich their knowledge of STEM content.

F. Instructional Leadership

Please provide a brief description of the training provided by the district on instructional leadership.

Administrators are provided a two-day retreat during the summer at which time, instructional best practices are discussed, and opportunities are provided to collaborate with other district-based leadership including ESE, ESOL, Curriculum, Federal Programs, and Student Services to address academic and behavioral needs. Followed by monthly leadership meetings that provide opportunities to collaborate among departments and schools to discuss best practices for instruction. School leaders also complete instructional rounds at schools that allow for feedback and monitoring of practice across the district.

II. Professional Learning Catalog Requirements

Professional Learning Catalog Requirements

The following professional learning catalog requirements are established in sections (s.) 1012.98, Florida Statutes (F.S.), the School Community Professional Learning Act. By checking the appropriate box, the district provides assurance that its professional learning system meets each requirement. Districts should be prepared to provide evidence of these assurances upon request.

1. Principles of Individual Freedom

X Professional learning activities must be consistent with and foster the following principles of individual freedom set forth in s. 1003.42(3), F.S.:

- No person is inherently racist, sexist or oppressive, whether consciously or unconsciously, solely by virtue of his or her race or sex;
- No race is inherently superior to another race;
- No person should be discriminated against or receive adverse treatment solely or partly on the basis of race, color, national origin, religion, disability or sex;

- Meritocracy or traits such as hard work ethic are not racist but fundamental to the right to pursue happiness and be rewarded for industry;
- A person, by virtue of his or her race or sex, does not bear responsibility for actions committed in the past by other members of the same race or sex;
- A person should not be instructed that he or she must feel guilt, anguish, or other forms of psychological distress for actions, in which he or she played no part, committed in the past by other members of the same race or sex; and
- These principles do not prohibit the discussion or use of curricula to address, in an age-appropriate manner, how the freedoms of persons have been infringed by sexism, slavery, racial oppression, racial segregation, and racial discrimination.

2. Professional Learning Criteria

x Pursuant to s. 1012.98(3)(a)-(j), F.S., Professional learning activities linked to student learning and professional growth for instructional and administrative staff must meet the following criteria:

- For instructional personnel, utilize materials aligned to the state's academic standards.
- For school administrators, utilize materials aligned to the state's educational leadership standards.
- Have clear, defined, and measurable outcomes for both individual inservice activities and multiple day sessions.
- Employ multiple measurement tools for data on teacher growth, participants' use of new knowledge and skills, student learning outcomes, instructional growth outcomes, and leadership growth outcomes, as applicable.
- Utilize active learning and engage participants directly in designing and trying out strategies, providing participants with the opportunity to engage in authentic teaching and leadership experiences.
- Utilize artifacts, interactive activities, and other strategies to provide deeply embedded and highly contextualized professional learning.
- Create opportunities for collaboration.
- Utilize coaching and expert support to involve the sharing of expertise about content and evidence-based practices, focused directly on instructional personnel and school administrator needs.
- Provide opportunities for instructional personnel and school administrators to think about, receive input on, and make changes to practice by facilitating reflection and providing feedback.
- Provide sustained duration with follow up for instructional personnel and school administrators to have adequate time to learn, practice, implement, and reflect upon new strategies that facilitate changes in practice.

3. Instructional Personnel and Instructional Strategies

x Pursuant to s. 1012.98(5)(b)11., F.S., training on instructional strategies to reading coaches, classroom teachers and school administrators must not employ the three-cueing system model of reading or visual memory as a basis for teaching word reading.

x Pursuant to s. 1012.98(10), F.S., Contracted training for teaching foundational skills is be based on the science of reading and include phonics instruction for decoding and encoding as the primary instructional strategy for word reading. Instructional strategies included in the training must not employ the three-cueing system model of reading or visual memory as a basis for teaching word reading. Such instructional strategies may include visual information and strategies which improve background and experiential knowledge, add context, and increase oral language and vocabulary to support comprehension, but must not be used to teach word reading.

x Pursuant to s. 1012.98(5)(b)11., F.S., the professional learning system provides all elementary grades instructional personnel access to training sufficient to meet the requirements of s. 1012.585(3)(f), F.S., which states that for renewal of a professional certificate in any area of certification identified by State Board of Education rule that includes reading instruction or intervention for any students in kindergarten through grade 6, with a beginning validity date of July 1, 2020, or thereafter, an applicant must earn a minimum of two college credits or the equivalent inservice points in evidence-based instruction and interventions specifically designed for students with characteristics of dyslexia, including the use of explicit, systematic, and sequential approaches to reading instruction, developing phonemic awareness, and implementing multisensory intervention strategies.

4. Third Party Entity Contracting Criteria

x Pursuant to s. 1012.98(10), F.S., if the school district board contracts with independent entities for professional learning services or inservice education, the school board assures the following:

- The district school board can demonstrate to the Commissioner of Education that, through such a contract, a better product can be acquired or its goals for education improvement can be better met;
- The independent entity has at least 3 years of experience providing professional learning with demonstrative success in instructional or school administrator growth;
- The school district will verify, prior to contracting, that the independent entity's activities linked student growth or professional growth meet the criteria set forth in s. 1012.98(3)(a)-(j), F.S., and set forth in section 2 of this form; and
- Training by the independent entity on foundational skills utilizes the science of reading and does not employ the three-cueing strategy.

Components

Please duplicate this page for each offering in the professional learning catalog.

Component Title: Art

Component Number: 1-000-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers with the knowledge and skills necessary to effectively demonstrate knowledge and understanding of their subject and content.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to identify change in laws, rules, regulations, and procedures governing the subject matter. 2.Demonstrate in-depth understanding of content and skills in the specific subject field. 3.Demonstrate ability to communicate accurate knowledge of subject matter in a language and style appropriate to the learning, regardless of cultural and linguistically diverse backgrounds. 4.Demonstrate ability to use references, materials, and technologies of the subject field in a manner appropriate to the developmental stage of the learner. 5.Demonstrate ability to identify and organize subject matter knowledge to enable students to understand and utilize content from a variety of perspectives, interest, and points of view. 6.Demonstrate a breadth of subject matter knowledge to collaborate with colleagues from other subject fields in the integration of instruction. 7.Demonstrate applications of the subject field knowledge to real world situation and link to other disciplines. 8.Demonstrate knowledge of District and State curriculum requirements and program of studies as required by statute and School Board policy of the specific subject field. 9.Demonstrate ability to align subject and content to district and/or state assessments. 10.Demonstrate progress toward short-and long-term professional goals relating to knowledge of the subject field.

Component Title: Computer Science/Technology Education

Component Number: 1-003-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers with the knowledge and skills necessary to effectively demonstrate knowledge and understanding of their subject and content

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to identify change in laws, rules, regulations, and procedures governing the subject matter. 2.Demonstrate in-depth understanding of content and skills in the specific subject field. 3.Demonstrate ability to communicate accurate knowledge of subject matter in a language and style appropriate to the learning, regardless of cultural and linguistically diverse backgrounds. 4.Demonstrate ability to use references, materials, and technologies of the subject field in a manner appropriate to the developmental stage of the learner. 5.Demonstrate ability to identify and organize subject matter knowledge to enable students to understand and utilize content from a variety of perspectives, interest, and points of view. 6.Demonstrate a breadth of subject matter knowledge to collaborate with colleagues from other subject fields in the integration of instruction. 7.Demonstrate applications of the subject field knowledge to real world situation and link to other disciplines. 8.Demonstrate knowledge of District and State curriculum requirements and program of studies as required by statute and School Board policy of the specific subject field. 9.Demonstrate ability to align subject and content to district and/or state assessments. 10.Demonstrate progress toward short-and long-term professional goals relating to knowledge of the subject field.

Component Title: World Languages

Component Number: 1-004-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers with the knowledge and skills necessary to effectively demonstrate knowledge and understanding of their subject and content.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to identify change in laws, rules, regulations, and procedures governing the subject matter. 2.Demonstrate in-depth understanding of content and skills in the specific subject field. 3.Demonstrate ability to communicate accurate knowledge of subject matter in a language and style appropriate to the learning, regardless of cultural and linguistically diverse backgrounds. 4.Demonstrate ability to use references, materials, and technologies of the subject field in a manner appropriate to the developmental stage of the learner. 5.Demonstrate ability to identify and organize subject matter knowledge to enable students to understand and utilize content from a variety of perspectives, interest, and points of view. 6.Demonstrate a breadth of subject matter knowledge to collaborate with colleagues from other subject fields in the integration of instruction. 7.Demonstrate applications of the subject field knowledge to real world situation and link to other disciplines. 8.Demonstrate knowledge of District and State curriculum requirements and program of studies as required by statute and School Board policy of the specific subject field. 9.Demonstrate ability to align subject and content to district and/or state assessments. 10.Demonstrate progress toward short-and long-term professional goals relating to knowledge of the subject field.

Component Title: Health

Component Number: 1-005-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers with the knowledge and skills necessary to effectively demonstrate knowledge and understanding of their subject and content.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to identify change in laws, rules, regulations, and procedures governing the subject matter. 2.Demonstrate in-depth understanding of content and skills in the specific subject field. 3.Demonstrate ability to communicate accurate knowledge of subject matter in a language and style appropriate to the learning, regardless of cultural and linguistically diverse backgrounds. 4.Demonstrate ability to use references, materials, and technologies of the subject field in a manner appropriate to the developmental stage of the learner. 5.Demonstrate ability to identify and organize subject matter knowledge to enable students to understand and utilize content from a variety of perspectives, interest, and points of view. 6.Demonstrate a breadth of subject matter knowledge to collaborate with colleagues from other subject fields in the integration of instruction. 7.Demonstrate applications of the subject field knowledge to real world situation and link to other disciplines. 8.Demonstrate knowledge of District and State curriculum requirements and program of studies as required by statute and School Board policy of the specific subject field. 9.Demonstrate ability to align subject and content to district and/or state assessments. 10.Demonstrate progress toward short-and long-term professional goals relating to knowledge of the subject field.

Component Title: Language Arts

Component Number: 1-008-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers with the knowledge and skills necessary to effectively demonstrate knowledge and understanding of their subject and content.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to identify change in laws, rules, regulations, and procedures governing the subject matter. 2.Demonstrate in-depth understanding of content and skills in the specific subject field. 3.Demonstrate ability to communicate accurate knowledge of subject matter in a language and style appropriate to the learning, regardless of cultural and linguistically diverse backgrounds. 4.Demonstrate ability to use references, materials, and technologies of the subject field in a manner appropriate to the developmental stage of the learner. 5.Demonstrate ability to identify and organize subject matter knowledge to enable students to understand and utilize content from a variety of perspectives, interest, and points of view. 6.Demonstrate a breadth of subject matter knowledge to collaborate with colleagues from other subject fields in the integration of instruction. 7.Demonstrate applications of the subject field knowledge to real world situation and link to other disciplines. 8.Demonstrate knowledge of District and State curriculum requirements and program of studies as required by statute and School Board policy of the specific subject field. 9.Demonstrate ability to align subject and content to district and/or state assessments. 10.Demonstrate progress toward short-and long-term professional goals relating to knowledge of the subject field.

Component Title: Mathematics

Component Number: 1-009-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers with the knowledge and skills necessary to effectively demonstrate knowledge and understanding of their subject and content.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to identify change in laws, rules, regulations, and procedures governing the subject matter. 2.Demonstrate in-depth understanding of content and skills in the specific subject field. 3.Demonstrate ability to communicate accurate knowledge of subject matter in a language and style appropriate to the learning, regardless of cultural and linguistically diverse backgrounds. 4.Demonstrate ability to use references, materials, and technologies of the subject field in a manner appropriate to the developmental stage of the learner. 5.Demonstrate ability to identify and organize subject matter knowledge to enable students to understand and utilize content from a variety of perspectives, interest, and points of view. 6.Demonstrate a breadth of subject matter knowledge to collaborate with colleagues from other subject fields in the integration of instruction. 7.Demonstrate applications of the subject field knowledge to real world situation and link to other disciplines. 8.Demonstrate knowledge of District and State curriculum requirements and program of studies as required by statute and School Board policy of the specific subject field. 9.Demonstrate ability to align subject and content to district and/or state assessments. 10.Demonstrate progress toward short-and long-term professional goals relating to knowledge of the subject field.

Component Title: Music

Component Number: 1-010-002

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers with the knowledge and skills necessary to effectively demonstrate knowledge and understanding of their subject and content.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to identify change in laws, rules, regulations, and procedures governing the subject matter. 2.Demonstrate in-depth understanding of content and skills in the specific subject field. 3.Demonstrate ability to communicate accurate knowledge of subject matter in a language and style appropriate to the learning, regardless of cultural and linguistically diverse backgrounds. 4.Demonstrate ability to use references, materials, and technologies of the subject field in a manner appropriate to the developmental stage of the learner. 5.Demonstrate ability to identify and organize subject matter knowledge to enable students to understand and utilize content from a variety of perspectives, interest, and points of view. 6.Demonstrate a breadth of subject matter knowledge to collaborate with colleagues from other subject fields in the integration of instruction. 7.Demonstrate applications of the subject field knowledge to real world situation and link to other disciplines. 8.Demonstrate knowledge of District and State curriculum requirements and program of studies as required by statute and School Board policy of the specific subject field. 9.Demonstrate ability to align subject and content to district and/or state assessments. 10.Demonstrate progress toward short-and long-term professional goals relating to knowledge of the subject field.

Component Title: Physical Education

Component Number: 1-011-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers with the knowledge and skills necessary to effectively demonstrate knowledge and understanding of their subject and content.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to identify change in laws, rules, regulations, and procedures governing the subject matter. 2.Demonstrate in-depth understanding of content and skills in the specific subject field. 3.Demonstrate ability to communicate accurate knowledge of subject matter in a language and style appropriate to the learning, regardless of cultural and linguistically diverse backgrounds. 4.Demonstrate ability to use references, materials, and technologies of the subject field in a manner appropriate to the developmental stage of the learner. 5.Demonstrate ability to identify and organize subject matter knowledge to enable students to understand and utilize content from a variety of perspectives, interest, and points of view. 6.Demonstrate a breadth of subject matter knowledge to collaborate with colleagues from other subject fields in the integration of instruction. 7.Demonstrate applications of the subject field knowledge to real world situation and link to other disciplines. 8.Demonstrate knowledge of District and State curriculum requirements and program of studies as required by statute and School Board policy of the specific subject field. 9.Demonstrate ability to align subject and content to district and/or state assessments. 10.Demonstrate progress toward short-and long-term professional goals relating to knowledge of the subject field.

Component Title: Pre-Kindergarten

Component Number: 1-012-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers with the knowledge and skills necessary to effectively demonstrate knowledge and understanding of their subject and content.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to identify change in laws, rules, regulations, and procedures governing the subject matter. 2.Demonstrate in-depth understanding of content and skills in the specific subject field. 3.Demonstrate ability to communicate accurate knowledge of subject matter in a language and style appropriate to the learning, regardless of cultural and linguistically diverse backgrounds. 4.Demonstrate ability to use references, materials, and technologies of the subject field in a manner appropriate to the developmental stage of the learner. 5.Demonstrate ability to identify and organize subject matter knowledge to enable students to understand and utilize content from a variety of perspectives, interest, and points of view. 6.Demonstrate a breadth of subject matter knowledge to collaborate with colleagues from other subject fields in the integration of instruction. 7.Demonstrate applications of the subject field knowledge to real world situation and link to other disciplines. 8.Demonstrate knowledge of District and State curriculum requirements and program of studies as required by statute and School Board policy of the specific subject field. 9.Demonstrate ability to align subject and content to district and/or state assessments. 10.Demonstrate progress toward short-and long-term professional goals relating to knowledge of the subject field.

Component Title: Reading

Component Number: 1-013-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers with the knowledge and skills necessary to effectively demonstrate knowledge and understanding of their subject and content.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

: 1.Demonstrate ability to identify change in laws, rules, regulations, and procedures governing the subject matter.2.Demonstrate in-depth understanding of content and skills in the specific subject field.3.Demonstrate ability to communicate accurate knowledge of subject matter in a language and style appropriate to the learning, regardless of cultural and linguistically diverse backgrounds.4.Demonstrate ability to use references, materials, and technologies of the subject field in a manner appropriate to the developmental stage of the learner.5.Demonstrate ability to identify and organize subject matter knowledge to enable students to understand and utilize content from a variety of perspectives, interest, and points of view.6.Demonstrate a breadth of subject matter knowledge to collaborate with colleagues from other subject fields in the integration of instruction.7.Demonstrate applications of the subject field knowledge to real world situation and link to other disciplines.8.Demonstrate knowledge of District and State curriculum requirements and program of studies as required by statute and School Board policy of the specific subject field.9.Demonstrate ability to align subject and content to district and/or state assessments.10.Demonstrate progress toward short-and long-term professional goals relating to knowledge of the subject field.

Component Title: Foundations of Research Based Practices

Component Number: 1-013-006

Inservice Points: 60

Description of Objectives and Activities to be Completed:

The purpose of this component is to improve reading instruction for K-12 learners. Teachers will learn how to use innovative, creative, and research-based strategies to help all children learn to read proficiently.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Incorporate knowledge of research-based strategies that will aid in the effective instruction of phonics, phonemic awareness, comprehension, fluency, and vocabulary. 2.Implement research-based strategies that will aid in the effective instruction of reading comprehension and word recognition. 3.Use research-based strategies to develop instructional practices that will foster students meta-cognition and critical thinking skills. 4.Identify various forms of formal, informal and alternative assessment used to monitor students progress. 5.Facilitate students comprehension skills by implementing strategies that can be used during the following stages: pre-reading, reading, and after-reading that maximize student learning. 6.Demonstrate knowledge of various resources (i.e.; childrens and young adult literature, trade books, electronic text, et.) appropriate for students needs and interests. 7.Understand characteristics and needs of struggling readers, ELL, and exceptional students and use various resources to adapt instructional practices to their needs. 8.Recognize characteristics of exemplary reading instruction and exemplary literacy classrooms. 9.Demonstrate knowledge of factors affecting reading development. 10.Identify the components of a balanced literacy program. 11.Demonstrate knowledge of resources and skills needed to content-area literacy 12.Incorporate strategies and skills into instructional practices such as reflection and classroom inquiry to ensure effective reading instruction

Component Title: Foundations in Language & Cognition

Component Number: 1-013-008

Inservice Points: 60

Description of Objectives and Activities to be Completed:

The purpose of this component is to improve reading instruction for learners in grades K-12. Upon successful completion of the component, teachers will have examined the research base pertaining to how students learn to read and write, and the reasons some

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to explain the research findings concerning the status of reading achievement. 2.Demonstrate ability to compare and contrast spoken and written language. 3.Demonstrate ability to identify reasons students have difficulty learning to read. 4.Demonstrate ability to identify the characteristics of dyslexia. 5.Demonstrate ability to explain the progression of typical reading development. 6.Increase ability to identify the components of reading, providing examples of tasks that are typical for each. 7.Demonstrate ability to explain the interdependence between the components of reading and reading comprehension. 8.Demonstrate ability to explain the relationship between phoneme awareness, phonological processing, and phonics. 9.Increase ability to identify and describe tasks associated with phonological and phonemic awareness. 10.Demonstrate ability to describe the impact differences between the phonemic, syntactic and semantic structure of English and that of other languages has on reading development of English Language Learners. 11.Demonstrate ability to recognize dialectical differences and their impact on reading development. 12.Increase ability to identify grapheme units and phoneme correspondences and major spellings for vowel sounds 13.Demonstrate ability to explain major rules affecting inflectional variations of words. 14.Demonstrate ability to identify morphemes including those that are derived from Anglo-Saxon, Latin or Greek origins and explain how that morphemic knowledge contributes to vocabulary development. 15.Demonstrate ability to identify the ways in which word meanings are learned in oral and written language. 16.Increase ability to understand the concepts of automaticity and reading fluency. 17.Increase ability to identify the causes and consequences of dysfluency. 18.Increase ability to identify research-based strategies for increasing reading fluency. 19.Demonstrate ability to describe the implication of sentence and text structure for reader's construction of meaning. 20.Demonstrate ability to explain the importance of providing instruction that engages students with text at various cognitive levels (i.e. knowledge, comprehension, application, analysis, synthesis, evaluation). 21.Increase ability to discuss the importance of students forming personal and vicarious connections with the text. 22.Demonstrate ability to distinguish between informal and formal language registers and discuss the implications of deficits in formal language registers for academic success. 23.Demonstrate ability to explain effective instructional strategies for building reading comprehension before, during and after the students read the text.

Component Title: Demonstration of Accomplished Reading Instruction (Practicum)

Component Number: 1-013-009

Inservice Points: 60

Description of Objectives and Activities to be Completed:

The purpose of this component is to be the culminating experience in the reading endorsement add-on program. As a result of participating in this component, teachers will have demonstrated their ability to integrate research-based reading instructional practice

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate the application of knowledge of language development, literacy development, and assessment to instructional practices. 2.Demonstrate knowledge of research-based instructional practices for developing students' phonemic awareness. 3.Demonstrate knowledge of research-based instructional practices for developing students' phonics and word recognition skills. 4.Demonstrate knowledge of research-based instructional practices for developing students' reading fluency, automaticity, and reading endurance. 5.Demonstrate knowledge of research-based instructional practices for developing student's general and specialized content area vocabulary. 6.Demonstrate knowledge of research-based instructional practices for developing students' reading comprehension. 7.Demonstrate knowledge of research-based instructional practices for developing students' metacognitive efficiency in reading. 8.Demonstrate knowledge of research-based instructional practices for developing students' crotoca: thinking and content area reading skills. 9.Demonstrate knowledge of goal setting and monitoring of student progress with appropriate instructional application that promotes increases in student learning trends in reading over time. 10.Demonstrate knowledge of differentiating instruction for all students in mainstream classes, including students with disabilities in reading and LEP students. 11.Demonstrate ability to select appropriate assessment instruments and procedures to plan an instructional program for students and to monitor their progress. 12.Demonstrate knowledge of creating both language-rich and print-rich environments.

Component Title: Foundations & Application of Differentiated Instruction

Component Number: 1-013-010

Inservice Points: 60

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers the opportunity to develop broad knowledge of students from differing profiles including students with disabilities, LEP students, and students from diverse populations and to apply research-based instruction

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to identify and compare the characteristics of language, cognition and reading acquisition of different age groups. 2.Increase ability to understand and apply the principles of differentiating instruction for all students. 3.Demonstrate ability to recognize strategies and accommodations for the development of each of the major reading components, and identify structures and procedures for selecting appropriate materials and monitoring student reading progress. 4.Demonstrate ability to apply research-based instructional practices and materials appropriate for: preventing reading difficulties and accelerating both language and literacy development, scaffolding instruction, developing students' phonemic awareness, developing phonics skills and word recognition skills, applying critical thinking skills, and developing comprehension skills. 5.Demonstrate ability to identify language acquisition characteristics of learners from mainstream, students with exceptional needs, and diverse populations and identify principles of differentiating instruction. 6.Demonstrate ability to identify stages of reading development for diverse learners, including mainstream students, LEP students, and students with disabilities in reading. 7.Demonstrate ability to identify common difficulties in development of each of the major reading components. 8.Increase understanding of specific appropriate reading instructional accommodations for students with exceptional needs and LEP students. 9.Demonstrate ability to identify strategies effective and more skilled readers use for word recognition and comprehension in contrast to those strategies used by beginning and/or struggling readers 10.Increase ability to select appropriate materials that address cultural and linguistic differences. 11.Identify structures and procedures for monitoring student reading progress. Assess student learning based on reliable and valid assessment procedures.

Component Title: Reading Instruction – Renewal Rule 6A-4.0051

Component Number: 1-013-011

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers the opportunity to develop knowledge in the use of explicit, systematic, and sequential approaches to reading instruction, developing phonemic awareness, and implementing multisensory intervention strategies

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

Courses offered to satisfy this component will meet the requirements of the following:6A-4.0051 Renewal and Reinstatement of a Professional Certificate.(7) Special provisions for training in the instruction of reading for grades K-6.(a) As a component of the credit requirements specified under paragraph (1)(a) of this rule, an educator whose application for renewal of a certificate with a beginning validity date of July 1, 2020, or thereafter, must have earned at least two (2) college credits, forty (40) inservice points, or a combination thereof, in evidence-based instruction and interventions per Rule 6A-6.053, F.A.C., specifically designed for students with characteristics of dyslexia, including the use of explicit, systematic, and sequential approaches to reading instruction, developing phonological and phonemic awareness, decoding, and implementing multisensory intervention strategies if the educator is renewing any of the following coverages: Elementary Education (K-6), Prekindergarten/Primary Education (age 3 through grade 3), Elementary Education (grades 1-6), Primary Education (grades K-3), English (grades 1-6), Middle Grades English (grades 5-9), Middle Grades Integrated Curriculum (grades 5-9), English (6-12), Reading (K-12), Reading (Endorsement), and English for Speakers of Other Languages (ESOL) (grades K-12).(b) An educator may use earned credit for both the purposes of paragraphs (6)(a) and (7)(a) of this rule.(c) An educator may use credit earned during the five (5) years immediately preceding the current validity period that meets the requirements of paragraph (7)(a) of this rule, if the credit was not already used for a prior renewal period.

Component Title: Driver's Education

Component Number: 1-014-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers with the knowledge and skills necessary to effectively demonstrate knowledge and understanding of their subject and content.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to identify change in laws, rules, regulations, and procedures governing the subject matter. 2.Demonstrate in-depth understanding of content and skills in the specific subject field. 3.Demonstrate ability to communicate accurate knowledge of subject matter in a language and style appropriate to the learning, regardless of cultural and linguistically diverse backgrounds. 4.Demonstrate ability to use references, materials, and technologies of the subject field in a manner appropriate to the developmental stage of the learner. 5.Demonstrate ability to identify and organize subject matter knowledge to enable students to understand and utilize content from a variety of perspectives, interest, and points of view. 6.Demonstrate a breadth of subject matter knowledge to collaborate with colleagues from other subject fields in the integration of instruction. 7.Demonstrate applications of the subject field knowledge to real world situation and link to other disciplines. 8.Demonstrate knowledge of District and State curriculum requirements and program of studies as required by statute and School Board policy of the specific subject field. 9.Demonstrate ability to align subject and content to district and/or state assessments. 10.Demonstrate progress toward short-and long-term professional goals relating to knowledge of the subject field.

Component Title: Science

Component Number: 1-015-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers with the knowledge and skills necessary to effectively demonstrate knowledge and understanding of their subject and content.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to identify change in laws, rules, regulations, and procedures governing the subject matter. 2.Demonstrate in-depth understanding of content and skills in the specific subject field. 3.Demonstrate ability to communicate accurate knowledge of subject matter in a language and style appropriate to the learning, regardless of cultural and linguistically diverse backgrounds. 4.Demonstrate ability to use references, materials, and technologies of the subject field in a manner appropriate to the developmental stage of the learner. 5.Demonstrate ability to identify and organize subject matter knowledge to enable students to understand and utilize content from a variety of perspectives, interest, and points of view. 6.Demonstrate a breadth of subject matter knowledge to collaborate with colleagues from other subject fields in the integration of instruction. 7.Demonstrate applications of the subject field knowledge to real world situation and link to other disciplines. 8.Demonstrate knowledge of District and State curriculum requirements and program of studies as required by statute and School Board policy of the specific subject field. 9.Demonstrate ability to align subject and content to district and/or state assessments. 10.Demonstrate progress toward short-and long-term professional goals relating to knowledge of the subject field.

Component Title: Social Studies

Component Number: 1-016-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers with the knowledge and skills necessary to effectively demonstrate knowledge and understanding of their subject and content.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to identify change in laws, rules, regulations, and procedures governing the subject matter. 2.Demonstrate in-depth understanding of content and skills in the specific subject field. 3.Demonstrate ability to communicate accurate knowledge of subject matter in a language and style appropriate to the learning, regardless of cultural and linguistically diverse backgrounds. 4.Demonstrate ability to use references, materials, and technologies of the subject field in a manner appropriate to the developmental stage of the learner. 5.Demonstrate ability to identify and organize subject matter knowledge to enable students to understand and utilize content from a variety of perspectives, interest, and points of view. 6.Demonstrate a breadth of subject matter knowledge to collaborate with colleagues from other subject fields in the integration of instruction. 7.Demonstrate applications of the subject field knowledge to real world situation and link to other disciplines. 8.Demonstrate knowledge of District and State curriculum requirements and program of studies as required by statute and School Board policy of the specific subject field. 9.Demonstrate ability to align subject and content to district and/or state assessments. 10.Demonstrate progress toward short-and long-term professional goals relating to knowledge of the subject field.

Component Title: Writing

Component Number: 1-017-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers with the knowledge and skills necessary to effectively demonstrate knowledge and understanding of their subject and content.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to identify change in laws, rules, regulations, and procedures governing the subject matter. 2.Demonstrate in-depth understanding of content and skills in the specific subject field. 3.Demonstrate ability to communicate accurate knowledge of subject matter in a language and style appropriate to the learning, regardless of cultural and linguistically diverse backgrounds. 4.Demonstrate ability to use references, materials, and technologies of the subject field in a manner appropriate to the developmental stage of the learner. 5.Demonstrate ability to identify and organize subject matter knowledge to enable students to understand and utilize content from a variety of perspectives, interest, and points of view. 6.Demonstrate a breadth of subject matter knowledge to collaborate with colleagues from other subject fields in the integration of instruction. 7.Demonstrate applications of the subject field knowledge to real world situation and link to other disciplines. 8.Demonstrate knowledge of District and State curriculum requirements and program of studies as required by statute and School Board policy of the specific subject field. 9.Demonstrate ability to align subject and content to district and/or state assessments. 10.Demonstrate progress toward short-and long-term professional goals relating to knowledge of the subject field.

Component Title: ESE-Procedural/Legal Requirements

Component Number: 1-103-002

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers with the knowledge and skills necessary to effectively demonstrate understanding of the legal and procedural requirements pertaining ESE.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to identify the components of an IEP. 2.Demonstrate ability to describe the programs and services available to ESE students. 3.Demonstrate ability to describe the philosophy and historical development of exceptional student education. 4.Demonstrate ability to identify the key elements of Public Law 94-142. 5.Demonstrate ability to identify change in laws, rules, regulations, and procedures governing ESE. 6.Demonstrate ability to define accommodation and modification. 7.Demonstrate ability to distinguish between accommodation and modification. 8.Demonstrate ability to create accommodations based on a standard in 3 areas of the instructional process. 9.Demonstrate ability to utilize tools, programs and technology that support ESE.

Component Title: ASD- Field Based Experience with Students with ASD (Practicum)

Component Number: 1-105-004

Inservice Points: 60

Description of Objectives and Activities to be Completed:

To develop and implement intervention plans for students identified with autistic spectrum disorder. Participants will be expected to make data based decisions for both academic and behavioral programming.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate the ability to write appropriate educational goals and objectives2.Demonstrate the ability to structure the classroom environment as a means to promote optimal learning for a student with Autism Spectrum Disorder3.Demonstrate the ability to develop individualized and group lessons as a means to meet goals and objectives designated within the students individualized education plan4.Demonstrate the ability to select appropriate augmentative communication devices when needed 5.Demonstrate the ability to effectively elicit communication from students6.Demonstrate the ability to communicate with students efficiently and appropriately 7.Demonstrate the ability to effectively communicate with support staff8.Demonstrate the ability to manage the team in a way that promotes optimal success for the student9.Demonstrate the ability to reach out to parents and involve them in the decision making process for educational purposes10.Demonstrate the ability to utilize research based methodologies on an individualized basis to promote student learning 11.Demonstrate the ability to utilize informal assessment skills to establish mastered and deficit skills12.Demonstrate the ability to interpret informal assessment results as a means to drive lesson plan development13.Demonstrate the ability to collect and interpret data14.Demonstrate the ability to read and interpret formal assessment data15.Demonstrate the ability to facilitate an age appropriate social skills group16.Demonstrate an understanding of the legal and ethical components to IEP implementation17.Demonstrate the ability to conduct a formal functional behavior assessment appropriate for the school setting18.Demonstrate the ability to develop an effective and appropriate transition plan

Component Title: SWD ESE - Curriculum

Component Number: 1-105-005

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers with the knowledge and skills necessary to effectively demonstrate knowledge and understanding of their subject and content.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to identify change in laws, rules, regulations, and procedures governing the subject matter. 2.Demonstrate in-depth understanding of content and skills in the specific subject field. 3.Demonstrate ability to communicate accurate knowledge of subject matter in a language and style appropriate to the learning, regardless of cultural and linguistically diverse backgrounds. 4.Demonstrate ability to use references, materials, and technologies of the subject field in a manner appropriate to the developmental stage of the learner. 5.Demonstrate ability to identify and organize subject matter knowledge to enable students to understand and utilize content from a variety of perspectives, interest, and points of view. 6.Demonstrate a breadth of subject matter knowledge to collaborate with colleagues from other subject fields in the integration of instruction. 7.Demonstrate applications of the subject field knowledge to real world situation and link to other disciplines. 8.Demonstrate knowledge of District and State curriculum requirements and program of studies as required by statute and School Board policy of the specific subject field. 9.Demonstrate ability to align subject and content to district and/or state assessments. 10.Demonstrate progress toward short-and long-term professional goals relating to knowledge of the subject field.

Component Title: Health Occupations

Component Number: 1-204-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers with the knowledge and skills necessary to effectively demonstrate knowledge and understanding of their subject and content.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to identify change in laws, rules, regulations, and procedures governing the subject matter. 2.Demonstrate in-depth understanding of content and skills in the specific subject field. 3.Demonstrate ability to communicate accurate knowledge of subject matter in a language and style appropriate to the learning, regardless of cultural and linguistically diverse backgrounds. 4.Demonstrate ability to use references, materials, and technologies of the subject field in a manner appropriate to the developmental stage of the learner. 5.Demonstrate ability to identify and organize subject matter knowledge to enable students to understand and utilize content from a variety of perspectives, interest, and points of view. 6.Demonstrate a breadth of subject matter knowledge to collaborate with colleagues from other subject fields in the integration of instruction. 7.Demonstrate applications of the subject field knowledge to real world situation and link to other disciplines. 8.Demonstrate knowledge of District and State curriculum requirements and program of studies as required by statute and School Board policy of the specific subject field. 9.Demonstrate ability to align subject and content to district and/or state assessments. 10.Demonstrate progress toward short-and long-term professional goals relating to knowledge of the subject field.

Component Title: Career & Tech Education

Component Number: 1-211-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide CTE teachers with the knowledge and skills necessary to effectively demonstrate knowledge and understanding of their subject and content.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Demonstrate ability to identify change in laws, rules, regulations, and procedures governing the subject matter. 2. Demonstrate in-depth understanding of content and skills in the specific subject field. 3. Demonstrate ability to communicate accurate knowledge of subject matter in a language and style appropriate to the learning, regardless of cultural and linguistically diverse backgrounds. 4. Demonstrate ability to use references, materials, and technologies of the subject field in a manner appropriate to the developmental stage of the learner. 5. Demonstrate ability to identify and organize subject matter knowledge to enable students to understand and utilize content from a variety of perspectives, interest, and points of view. 6. Demonstrate a breadth of subject matter knowledge to collaborate with colleagues from other subject fields in the integration of instruction. 7. Demonstrate applications of the subject field knowledge to real world situation and link to other disciplines. 8. Demonstrate knowledge of District and State curriculum requirements and program of studies as required by statute and School Board policy of the specific subject field. 9. Demonstrate ability to align subject and content to district and/or state assessments. 10. Demonstrate progress toward short-and long-term professional goals relating to knowledge of the subject field.

Component Title: History/Principles of CTE

Component Number: 1-211-002

Inservice Points: 120

Description of Objectives and Activities to be Completed:

This purpose of this component is designed to be an overview of the development of Career and Technical (CTE) education. This course is one of four required for the completion of the professional preparation requirements for newly employed Career and Technical

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate understanding of current policies and principles in career and technical education including their historical, sociological, and philosophical bases. 2.Demonstrate ability to comprehend the terminology of career and technical education. 3.Compare and contrast the goals and objectives of career and technical education, general education, and liberal education. 4.Demonstrate ability to define the relationship between secondary, post-secondary and adult career and technical education. 5.Demonstrate ability to identify and discuss program areas in CTE education. 6.Demonstrate knowledge and understanding of the development process of CTE programs. 7.Explain and discuss CTE collaborative relationships, which occur outside the field. 8.Articulate a personal philosophy of CTE education. 9.Describe the history of CTE education. 10.Describe the social and economic impacts on CTE education. 11.Identify the student population of CTE education. 12.Identify and discuss the funding channels of CTE education. 13.Discuss current trends and issues in CTE education. 14.Identify and discuss professional and student organizations in the field of CTE education. 15.Express a personal appreciation for professional development.

Component Title: Curriculum: CTE

Component Number: 1-211-003

Inservice Points: 120

Description of Objectives and Activities to be Completed:

This component is designed to be a foundation course in the development and implementation of curriculum for Career and Technical education programs. This course is one of four required for the completion of the professional preparation requirements for n

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to define the role of Career and Technical education in our educational system. 2.Identify broad educational goals for your vocational program. 3.Describe target occupations and current employment trends. 4.Identify the intended outcomes/competencies for your vocational program. 5.Ability to identify, select and apply curriculum materials. 6.Demonstrate ability to develop and implement self-instructional learning materials. 7.Explore and contrast the need and strategies for integrating academic and vocational-technical education. 8.Link academic and vocational-technical education courses and /or programs. 9.Demonstrate ability to develop and implement plans for an integrated project. 10.Demonstrate ability to develop and implement plans for work-based learning for students and teachers. 11.Demonstrate ability to develop and implement a course of study for your program.

Component Title: Career & Technical Ed

Component Number: 1-211-004

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide CTE teachers with the knowledge and skills necessary to effectively demonstrate knowledge and understanding of their subject and content.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Identify change in laws, rules, regulations, and procedures governing the subject matter. 2.Demonstrate in-depth understanding of content and skills in the specific subject field. 3.Communicate accurate knowledge of subject matter in a language and style appropriate to the learning, regardless of cultural and linguistically diverse backgrounds. 4.Use references, materials, strategies, and technologies of the subject field in a manner appropriate to the developmental stage of the learner. 5.Identify and organize a breadth of subject matter knowledge to enable students to approach and inter-relate content from a variety of perspectives, interest, and points of view. 6.Demonstrate a breadth of subject matter knowledge to collaborate with colleagues from other subject fields in the integration of instruction. 7.Demonstrate knowledge of the current subject field methods, trends, and research that improve student performance. 8.Demonstrate applications of the subject field knowledge to real world situation and link to other disciplines. 9.Demonstrate knowledge of District and State curriculum requirements and program of studies as required by statute and School Board policy of the specific subject field. 10.Demonstrate ability to learn and use applications such as, but not limited to, word processing, databases, spreadsheets, desktop publishing, and interactive learning. 11.Demonstrate ability to use appropriate technologies to create and maintain programs for moving students progress forward toward meeting all of the DOE student performance standards. 12.Demonstrate ability to develop and implement lesson and unit plans which can be used in classes with varying degrees of access to technology. 13.Demonstrate ability to use technologies to enhance instruction in all area and as a tool for classroom management.

Component Title: Industry Cert for CTE

Component Number: 1-211-005

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to assist Career and Technical Education instructors in achieving a nationally recognized certification credential in a specific craft and to familiarize these instructors with curriculum that is widely accepted in the ind

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate the ability to describe the mission of the certification. 2.Demonstrate the ability to explain the purpose of the credential. 3.Demonstrate ability to describe the instructional design process used to develop the program. 4.Demonstrate ability to describe the requirements of credential. 5.Demonstrate ability to describe the roles and responsibilities of the sponsor and training representatives. 6.Demonstrate the ability to explain the purpose of the specific credential. 7.Demonstrate ability to describe the role of the Certified Instructor. 8.Demonstrate ability to describe the requirements for the certification of participants and trainees. 9.Demonstrate ability to describe the characteristics of a certified instructor.

Component Title: Media Specialists

Component Number: 1-407-003

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to increase the library/media specialists skill in learning about, evaluating, developing and implementing competencies that have recently evolved as an integral part of the schools instructional program.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Design and present instructional lesson utilizing appropriate presentation tools and resources. 2.Identify and apply facilitative leadership techniques when working with teachers and staff. 3.Identify and apply tools, techniques and steps necessary for working with accessing information through various methods and technologies. 4.Ability to create and maintain a successful learning environment. 5.Identify and apply tools, techniques and steps necessary to communicate using various methods and technologies. 6.Develop and apply strategies for participation with instructional programs provided through distance learning sources. 7.Operate a computer with network modem access and use the TBBS (Teacher Bulletin Board System), a web browser to access the internet and register to use FIRN (Florida Information Resource Network). 8.Operate a television studio and related equipment (i.e. camera, mixer, character generator, lights, microphones, teleprompter, videocassette recorder, etc.). 9.Operate a computer based library catalog/circulation system and a multimedia computer system. 10.Design and present a lesson plan incorporating interactive activities with CD Rom or videodisc software. 11.Utilize document preparation skills using available software by preparing a newsletter. 12.Utilize computer-based, integrated productivity software which includes work processing, spreadsheet and charting, database, drawing, communication and office tools. 13.Operate graphic arts equipment (i.e. poster print, Ellison dies, roller laminator, dry mount press, thermofax copier, matte cutter, etc.). 14.Demonstrate ability to use technology to increase workplace efficiency. 15.Demonstrate ability to gain and implement best practices. 16.Demonstrate ability to gain and implement knowledge of instructional material.

Component Title: School Improvement Plan (SIP)

Component Number: 1-512-006

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to implement a program of in-service training and professional development to provide members of the school community with the knowledge, skills, and dispositions necessary to support the accomplishment of the goals and objectives

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Demonstrate a clear understanding of the relationship between specific training(s) and/or professional development activities they are engaged in and the goal(s) and objectives of their school improvement plan by stating in observable/measurable terms how successful completion of this training and or professional development activity is intended to result in changes in teacher/staff behavior and in student performance. 2. Demonstrate knowledge and skill in the school improvement process by evidence of active participation in the development and implementation of the school improvement plan. 3. Demonstrate familiarity with and a working knowledge of the school improvement plan, as evidence by and ability to accurately express orally or in writing the substance of the goal(s) and objectives stated in their plan. 4. Demonstrate the training participated in is being applied to lesson plans and implementation with their student.

Component Title: ESOL Methods of Teaching

Component Number: 1-700-001

Inservice Points: 60

Description of Objectives and Activities to be Completed:

The purpose of this component is to be able to manage, and implement a variety of standards-based teaching strategies and techniques for developing and integrating English listening, speaking, reading, and writing. Teachers support ESOL students access to curriculum.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Demonstrate knowledge of history, public policy, research and current practices in the field of ESL/ESOL teaching and apply this knowledge to improve teaching and learning for ELLs. 2. Know, manage, and implement a variety of teaching strategies and techniques for developing and integrating ELLs English listening, speaking, reading, and writing skills. The teacher will support ELLs access to the core curriculum by teaching language through academic content 3. Be familiar with and be able to select, adapt and use a wide range of standards-based materials, resources, and technologies.

Component Title: ESOL Testing & Evaluation

Component Number: 1-701-001

Inservice Points: 60

Description of Objectives and Activities to be Completed:

The purpose of this component is to understand issues and concepts of formative and summative assessment and use standards-based procedures with ESOL students.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Understand and apply knowledge of assessment issues as they affect the learning of ELLs from diverse backgrounds and at varying English proficiency levels. Examples include cultural and linguistic bias; testing in two languages; sociopolitical and psychological factors; special education testing and assessing giftedness; the importance of standards; the difference between formative and summative assessment; and the difference between language proficiency and other types of assessment (e.g., standardized achievement tests). Teachers will also understand issues around accountability. This includes the implications of standardized assessment as opposed to performance-based assessments, and issues of accommodations in formal testing situations. 2. Apropriately use and interpret a variety of language proficiency assessment instruments to meet district, state, and federal guidelines, and to inform their instruction. Teachers will understand their uses for identification, placement, and demonstration of language growth of ELLs from diverse backgrounds and at varying English proficiency levels. Teachers will articulate the appropriateness of ELL assessments to stakeholders. 3. Identify, develop, and use a variety of standards- and performance-based, formative and summative assessment tools and techniques to inform instruction and assess student learning. Teachers will understand their uses for identification, placement, and demonstration of language growth of ELLs from diverse backgrounds and at varying English proficiency levels. Teachers will articulate the appropriateness of ELL assessments to stakeholders.

Component Title: ESOL Applied Linguistics

Component Number: 1-702-001

Inservice Points: 60

Description of Objectives and Activities to be Completed:

The purpose of this component is to understand, and use the major theories and research related to the structure and acquisition of language to support ESOL students language and literacy development and content area achievement.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Demonstrate understanding of language as a system, including phonology, morphology, syntax, semantics and pragmatics; support ELLs acquisition of English in order to learn and to read, write, and communicate orally in English. 2. Understand and apply theories and research on second language acquisition and development to support ELLs learning. 3. Demonstrate an understanding of the components of literacy, and will understand and apply theories of second language literacy development to support ELLs learning.

Component Title: ESOL Curriculum & Materials

Component Number: 1-703-001

Inservice Points: 60

Description of Objectives and Activities to be Completed:

The purpose of this component is to understand, and use evidence-based practices and strategies related to planning, implementing, and managing standards-based ESL and content instruction. Teachers are skilled in using a variety of classroom organization

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Know, understand, and apply concepts, research, best practices, and evidenced-based strategies to plan classroom instruction in a supportive learning environment for ELLs. The teacher will plan for multilevel classrooms with learners from diverse backgrounds using a standards-based ESOL curriculum. 2. Know, select, and adapt a wide range of standards-based materials, resources, and technologies.

Component Title: ESOL Content Area Survey – 60 hrs

Component Number: 1-704-002

Inservice Points: 60

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers with a general overview of Cultural Awareness, Methods of Teaching Content Courses to LEP students, adapting Content Area Curriculum/teaching Content Area Subjects to LEP students, Testing to improve

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

Describe the role of teaching ESOL and Bilingualism/Biculturalism. 2. Identify the major significant cultures represented by the LEP population in Florida. 3. Describe the stages of cultural shock and discuss the implications for teaching and learning. 4. Describe significant cultural characteristics of the major culture groups and contrast with major U.S. features. 5.Identify culture specific nonverbal communications such as gestures, facial expressionism and eye contact that may lead to misinterpretation in cross-cultural interactions. 6. Identify major differences in educational systems related to the role of the teacher, the curriculum and assessment (field dependence and field independence) and the implications for teaching and learning. 7. Identify major attitudes of target group parents/community toward school,teachers, discipline and education in general that may lead to misinterpretation by U.S.school personnel (e.g. failure to participate actively in PAC activities). 8. List teacher behaviors which indicate sensitivity to cultural and linguistic differences. 9. Develop strategies for facilitating articulation with the administration, content area teachers, parents and community. 10. Identify the major methodologies and current trends in ESOL teaching which as TPR, multilevel activities for a variety of situations, such as individual, small group and whole group instruction, cooperative learning, and learning center. 11. Apply essential strategies for facilitating articulations with the administration, content area teachers, parents and the community. 12. Increase the participant's ability to utilize ESOL techniques such as: strip story, silent way, telephone technique, close dialogue, the progression technique, etc. 13. Identify multi-sensory ESOL strategies in relation to teaching LEP students in the regular classroom. 14. Be familiarized with ESOL published materials that can be utilized to assist teachers in the classroom 15. Discriminate between a learning disability and limited English proficiency. 16. Plan lessons utilizing peer tutors, volunteers, or aids. 17. Distinguish between Basic Interpersonal communicative Skills (BICS) and Cognitive Academic Language Proficiency (CALP) as it applies to ESOL curriculum. 18. Describe effective reading strategies to be utilized when teaching basic content area subjects 19. Identify appropriate high frequency vocabulary of LEP students. 20. Demonstrate the ability to teach vocabulary effectively to LEP students by means of language experience and word form charts. 21.Identify potential linguistics and cultural biases in existing texts and materials. 22. Describe the use of appropriate instructional equipment/materials for ESOL lesson (e.g. language masters, filmstrips, etc.) 23.List examples of regalia which are designed to teach LEP students. 24. Demonstrate the ability to adapt content area lesson plans for LEP students 25. Name and describe valid ESOL testing instruments. 26. Select and modify testing instruments to be utilized in the content area. 27. Develop testing instruments other than paper and pencil. 28 List resources that can be utilized to assess LEP students informally. 29. Identify way to report student's progress. 30. Develop tests which contain various testing techniques such as: Total physical response items, completion, cloze passage, pictures, cues, etc.

Component Title: ESOL For Special Area Teachers

Component Number: 1-704-003

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to increase knowledge and skill in teaching LEP students and to understand cultural differences, methods of specialized teaching, testing and evaluation, and curriculum/instructional materials adaptation for LEP students.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Identify the major significant cultures represented by the LEP population in Florida 2. Describe the stages of culture shock and discuss the implications for teaching and learning 3. Identify culture specific nonverbal communications such as gestures, facial expressionism and eye contact that may lead to misinterpretation in cross cultural interactions 4. Discuss strategies for facilitation articulation with the administration, content area teachers, parents, and the community 5. Apply essential strategies for developing listening speaking, reading and writing skills 6. Utilize ESOL techniques such as: strip story, silent way, telephone techniques, cloze dialogue, the progression technique, etc 7. Identify multi-sensory ESOL strategies in relation to teaching LEP students in the regular classroom 8. Distinguish between Basic Interpersonal communicative Skills (BICS) and Cognitive Academic Language Proficiency (CALP) as it applies to ESOL curriculum 9. Describe the use of appropriate instructional equipment/materials for ESOL lesson (e.g., language masters, filmstrip, etc 10. Demonstrate the ability to adapt content area lesson plan for LEP students 11. Demonstrate the ability to select and modify testing instruments to be utilized in the content area 12. Identify resources that can be utilized to assess LEP students informally 13. Describe way to report student's progress

Component Title: ESOL Competencies for Admin. & Guidance

Component Number: 1-704-004

Inservice Points: 120

Description of Objectives and Activities to be Completed:

This component provides a model for ESOL training programs by districts for administrators and guidance counselors.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Be able to increase their knowledge of the role and responsibilities of administrators and guidance counselors in Florida regarding limited English proficient (LEP) students.

Component Title: ESOL Cross Cultural Comm

Component Number: 1-705-001

Inservice Points: 60

Description of Objectives and Activities to be Completed:

The purpose of this component is to understand, and use the major theories and research related to the structure and acquisition of language to support ESOL students language and literacy development and content area achievement.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Know and apply understanding of theories related to the effect of culture in language learning and school achievement for ELLs from diverse backgrounds. Teachers will identify and understand the nature and role of culture, cultural groups, and individual cultural identities.

Component Title: ESOL for Paraprofessionals

Component Number: 1-705-002

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to inform ESOL Paraprofessionals of their responsibilities to ELLs in schools, inform ESOL Paraprofessionals of the processes and stages of language acquisition, train ESOL Paraprofessionals in strategies and techniques f

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Be better informed of the ESOL programs goals and objectives for ELLs 2. Be prepared to assist teachers as they provide comprehensible instruction to ELLs 3. Be a communication support to ELLs and their parents 4. Be able to support the program and its goals at the school level.

Component Title: ESOL Program Updates

Component Number: 1-705-003

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to increase and update their knowledge base on the recent program and legal issues and changes related to the teaching of ELL students and the commensurate responsibilities associated with that function.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Articulate the legal requirements for teaching ELL students, including entry and exit requirements. 2. Articulate any recent legal changes. 3. Describe and demonstrate appropriate lesson plans for ELL students. 4. Demonstrate the completion of the ELL proficient student plan. 5. Explain the functions of the ELL Committee, and data worksheet elements.

Component Title: Art- Curriculum & Instruction

Component Number: 2-000-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is for teachers to investigate, implement and evaluate strategies to support subject area curriculum, instruction and assessment in the classroom.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to use on-going reflection and collaboration among teachers for continuous improvement. 2.Demonstrate in-depth understanding of instructional strategies needed to effectively convey content. 3.Demonstrate ability to identify and implement ways to assess student learning and subject teaching. 4.Demonstrate ability to use data analysis to inform and direct differentiated instruction. 5.Demonstrate ability to examine theoretical and practical knowledge about student learning and teaching processes. 6.Demonstrate ability to investigate methods to support student hypothesizing, questioning, researching and inferring as key methods to construct subject knowledge. 7.Demonstrate ability to investigate ways to guide and facilitate instruction and develop communities of learners. 8.Demonstrate ability to implement effective teaching practices using inquiry, reflection, research, model, and guided practice. 9.Demonstrate ability to develop methods to explicitly communicate curriculum and instruction to students and parents. 10.Demonstrate understanding of pacing strategies and cognitive complexity.

Component Title: Comp Sci/Tech Ed Curriculum & Instruction

Component Number: 2-003-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is for teachers to investigate, implement and evaluate strategies to support subject area curriculum, instruction and assessment in the classroom.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to use on-going reflection and collaboration among teachers for continuous improvement. 2.Demonstrate in-depth understanding of instructional strategies needed to effectively convey content. 3.Demonstrate ability to identify and implement ways to assess student learning and subject teaching. 4.Demonstrate ability to use data analysis to inform and direct differentiated instruction. 5.Demonstrate ability to examine theoretical and practical knowledge about student learning and teaching processes. 6.Demonstrate ability to investigate methods to support student hypothesizing, questioning, researching and inferring as key methods to construct subject knowledge. 7.Demonstrate ability to investigate ways to guide and facilitate instruction and develop communities of learners. 8.Demonstrate ability to implement effective teaching practices using inquiry, reflection, research, model, and guided practice. 9.Demonstrate ability to develop methods to explicitly communicate curriculum and instruction to students and parents. 10.Demonstrate understanding of pacing strategies and cognitive complexity.

Component Title: World Languages – Curriculum & Instruction

Component Number: 2-004-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is for teachers to investigate, implement and evaluate strategies to support subject area curriculum, instruction and assessment in the classroom.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to use on-going reflection and collaboration among teachers for continuous improvement. 2.Demonstrate in-depth understanding of instructional strategies needed to effectively convey content. 3.Demonstrate ability to identify and implement ways to assess student learning and subject teaching. 4.Demonstrate ability to use data analysis to inform and direct differentiated instruction. 5.Demonstrate ability to examine theoretical and practical knowledge about student learning and teaching processes. 6.Demonstrate ability to investigate methods to support student hypothesizing, questioning, researching and inferring as key methods to construct subject knowledge. 7.Demonstrate ability to investigate ways to guide and facilitate instruction and develop communities of learners. 8.Demonstrate ability to implement effective teaching practices using inquiry, reflection, research, model, and guided practice. 9.Demonstrate ability to develop methods to explicitly communicate curriculum and instruction to students and parents. 10.Demonstrate understanding of pacing strategies and cognitive complexity.

Component Title: Health/Nutrition – Curriculum & Instruction

Component Number: 2-005-002

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is for teachers to investigate, implement and evaluate strategies to support subject area curriculum, instruction and assessment in the classroom.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and

d. Component efficacy of improving student outcomes

1.Demonstrate ability to use on-going reflection and collaboration among teachers for continuous improvement. 2.Demonstrate in-depth understanding of instructional strategies needed to effectively convey content. 3.Demonstrate ability to identify and implement ways to assess student learning and subject teaching. 4.Demonstrate ability to use data analysis to inform and direct differentiated instruction. 5.Demonstrate ability to examine theoretical and practical knowledge about student learning and teaching processes. 6.Demonstrate ability to investigate methods to support student hypothesizing, questioning, researching and inferring as key methods to construct subject knowledge. 7.Demonstrate ability to investigate ways to guide and facilitate instruction and develop communities of learners. 8.Demonstrate ability to implement effective teaching practices using inquiry, reflection, research, model, and guided practice. 9.Demonstrate ability to develop methods to explicitly communicate curriculum and instruction to students and parents. 10.Demonstrate understanding of pacing strategies and cognitive complexity.

Component Title: Humanities – Curriculum & Instruction

Component Number: 2-006-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is for teachers to investigate, implement and evaluate strategies to support subject area curriculum, instruction and assessment in the classroom.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to use on-going reflection and collaboration among teachers for continuous improvement. 2.Demonstrate in-depth understanding of instructional strategies needed to effectively convey content. 3.Demonstrate ability to identify and implement ways to assess student learning and subject teaching. 4.Demonstrate ability to use data analysis to inform and direct differentiated instruction. 5.Demonstrate ability to examine theoretical and practical knowledge about student learning and teaching processes. 6.Demonstrate ability to investigate methods to support student hypothesizing, questioning, researching and inferring as key methods to construct subject knowledge. 7.Demonstrate ability to investigate ways to guide and facilitate instruction and develop communities of learners. 8.Demonstrate ability to implement effective teaching practices using inquiry, reflection, research, model, and guided practice. 9.Demonstrate ability to develop methods to explicitly communicate curriculum and instruction to students and parents. 10.Demonstrate understanding of pacing strategies and cognitive complexity.

Component Title: Language Arts – Curriculum & Instruction

Component Number: 2-008-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is for teachers to investigate, implement and evaluate strategies to support subject area curriculum, instruction and assessment in the classroom.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to use on-going reflection and collaboration among teachers for continuous improvement. 2.Demonstrate in-depth understanding of instructional strategies needed to effectively convey content. 3.Demonstrate ability to identify and implement ways to assess student learning and subject teaching. 4.Demonstrate ability to use data analysis to inform and direct differentiated instruction. 5.Demonstrate ability to examine theoretical and practical knowledge about student learning and teaching processes. 6.Demonstrate ability to investigate methods to support student hypothesizing, questioning, researching and inferring as key methods to construct subject knowledge. 7.Demonstrate ability to investigate ways to guide and facilitate instruction and develop communities of learners. 8.Demonstrate ability to implement effective teaching practices using inquiry, reflection, research, model, and guided practice. 9.Demonstrate ability to develop methods to explicitly communicate curriculum and instruction to students and parents. 10.Demonstrate understanding of pacing strategies and cognitive complexity.

Component Title: Mathematics– Curriculum & Instruction

Component Number: 2-009-003

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is for teachers to investigate, implement and evaluate strategies to support subject area curriculum, instruction and assessment in the classroom.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;

c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to use on-going reflection and collaboration among teachers for continuous improvement. 2.Demonstrate in-depth understanding of instructional strategies needed to effectively convey content. 3.Demonstrate ability to identify and implement ways to assess student learning and subject teaching. 4.Demonstrate ability to use data analysis to inform and direct differentiated instruction. 5.Demonstrate ability to examine theoretical and practical knowledge about student learning and teaching processes. 6.Demonstrate ability to investigate methods to support student hypothesizing, questioning, researching and inferring as key methods to construct subject knowledge. 7.Demonstrate ability to investigate ways to guide and facilitate instruction and develop communities of learners. 8.Demonstrate ability to implement effective teaching practices using inquiry, reflection, research, model, and guided practice. 9.Demonstrate ability to develop methods to explicitly communicate curriculum and instruction to students and parents. 10.Demonstrate understanding of pacing strategies and cognitive complexity.

Component Title: Music – Curriculum & Instruction

Component Number: 2-010-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is for teachers to investigate, implement and evaluate strategies to support subject area curriculum, instruction and assessment in the classroom.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to use on-going reflection and collaboration among teachers for continuous improvement. 2.Demonstrate in-depth understanding of instructional strategies needed to effectively convey content. 3.Demonstrate ability to identify and implement ways to assess student learning and subject teaching. 4.Demonstrate ability to use data analysis to inform and direct differentiated instruction. 5.Demonstrate ability to examine theoretical and practical knowledge about student learning and teaching processes. 6.Demonstrate ability to investigate methods to support student hypothesizing, questioning, researching and inferring as key methods to construct subject knowledge. 7.Demonstrate ability to investigate ways to guide and facilitate instruction and develop communities of learners. 8.Demonstrate ability to implement effective teaching practices using inquiry, reflection, research, model, and guided practice. 9.Demonstrate ability to develop methods to explicitly communicate curriculum and instruction to students and parents. 10.Demonstrate understanding of pacing strategies and cognitive complexity.

Component Title: PE – Curriculum & Instruction

Component Number: 2-011-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is for teachers to investigate, implement and evaluate strategies to support subject area curriculum, instruction and assessment in the classroom.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to use on-going reflection and collaboration among teachers for continuous improvement. 2.Demonstrate in-depth understanding of instructional strategies needed to effectively convey content. 3.Demonstrate ability to identify and implement ways to assess student learning and subject teaching. 4.Demonstrate ability to use data analysis to inform and direct differentiated instruction. 5.Demonstrate ability to examine theoretical and practical knowledge about student learning and teaching processes. 6.Demonstrate ability to investigate methods to support student hypothesizing, questioning, researching and inferring as key methods to construct subject knowledge. 7.Demonstrate ability to investigate ways to guide and facilitate instruction and develop communities of learners. 8.Demonstrate ability to implement effective teaching practices using inquiry, reflection, research, model, and guided practice. 9.Demonstrate ability to develop methods to explicitly communicate curriculum and instruction to students and parents. 10.Demonstrate understanding of pacing strategies and cognitive complexity.

Component Title: Pre-Kindergarten – Curriculum & Instruction

Component Number: 2-012-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is for teachers to investigate, implement and evaluate strategies to support subject area curriculum, instruction and assessment in the classroom.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;

c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to use on-going reflection and collaboration among teachers for continuous improvement. 2.Demonstrate in-depth understanding of instructional strategies needed to effectively convey content. 3.Demonstrate ability to identify and implement ways to assess student learning and subject teaching. 4.Demonstrate ability to use data analysis to inform and direct differentiated instruction. 5.Demonstrate ability to examine theoretical and practical knowledge about student learning and teaching processes. 6.Demonstrate ability to investigate methods to support student hypothesizing, questioning, researching and inferring as key methods to construct subject knowledge. 7.Demonstrate ability to investigate ways to guide and facilitate instruction and develop communities of learners. 8.Demonstrate ability to implement effective teaching practices using inquiry, reflection, research, model, and guided practice. 9.Demonstrate ability to develop methods to explicitly communicate curriculum and instruction to students and parents. 10.Demonstrate understanding of pacing strategies and cognitive complexity.

Component Title: Reading – Curriculum & Instruction

Component Number: 2-013-012

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is for teachers to investigate, implement and evaluate strategies to support subject area curriculum, instruction and assessment in the classroom.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to use on-going reflection and collaboration among teachers for continuous improvement. 2.Demonstrate in-depth understanding of instructional strategies needed to effectively convey content. 3.Demonstrate ability to identify and implement ways to assess student learning and subject teaching. 4.Demonstrate ability to use data analysis to inform and direct differentiated instruction. 5.Demonstrate ability to examine theoretical and practical knowledge about student learning and teaching processes. 6.Demonstrate ability to investigate methods to support student hypothesizing, questioning, researching and inferring as key methods to construct subject knowledge. 7.Demonstrate ability to investigate ways to guide and facilitate instruction and develop communities of learners. 8.Demonstrate ability to implement effective teaching practices using inquiry, reflection, research, model, and guided practice. 9.Demonstrate ability to develop methods to explicitly communicate curriculum and instruction to students and parents. 10.Demonstrate understanding of pacing strategies and cognitive complexity.

Component Title: Science – Curriculum & Instruction

Component Number: 2-015-002

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is for teachers to investigate, implement and evaluate strategies to support subject area curriculum, instruction and assessment in the classroom.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to use on-going reflection and collaboration among teachers for continuous improvement. 2.Demonstrate in-depth understanding of instructional strategies needed to effectively convey content. 3.Demonstrate ability to identify and implement ways to assess student learning and subject teaching. 4.Demonstrate ability to use data analysis to inform and direct differentiated instruction. 5.Demonstrate ability to examine theoretical and practical knowledge about student learning and teaching processes. 6.Demonstrate ability to investigate methods to support student hypothesizing, questioning, researching and inferring as key methods to construct subject knowledge. 7.Demonstrate ability to investigate ways to guide and facilitate instruction and develop communities of learners. 8.Demonstrate ability to implement effective teaching practices using inquiry, reflection, research, model, and guided practice. 9.Demonstrate ability to develop methods to explicitly communicate curriculum and instruction to students and parents. 10.Demonstrate understanding of pacing strategies and cognitive complexity. 11. Demonstrate understanding and application of rules, processes and strategies for science fair instruction and participation.

Component Title: Social Studies – Curriculum & Instruction

Component Number: 2-016-003

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is for teachers to investigate, implement and evaluate strategies to support subject area curriculum, instruction and assessment in the classroom.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to use on-going reflection and collaboration among teachers for continuous improvement. 2.Demonstrate in-depth understanding of instructional strategies needed to effectively convey content. 3.Demonstrate ability to identify and implement ways to assess student learning and subject teaching. 4.Demonstrate ability to use data analysis to inform and direct differentiated instruction. 5.Demonstrate ability to examine theoretical and practical knowledge about student learning and teaching processes. 6.Demonstrate ability to investigate methods to support student hypothesizing, questioning, researching and inferring as key methods to construct subject knowledge. 7.Demonstrate ability to investigate ways to guide and facilitate instruction and develop communities of learners. 8.Demonstrate ability to implement effective teaching practices using inquiry, reflection, research, model, and guided practice. 9.Demonstrate ability to develop methods to explicitly communicate curriculum and instruction to students and parents. 10.Demonstrate understanding of pacing strategies and cognitive complexity.

Component Title: Writing – Curriculum & Instruction

Component Number: 2-017-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is for teachers to investigate, implement and evaluate strategies to support subject area curriculum, instruction and assessment in the classroom.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to use on-going reflection and collaboration among teachers for continuous improvement. 2.Demonstrate in-depth understanding of instructional strategies needed to effectively convey content. 3.Demonstrate ability to identify and implement ways to assess student learning and subject teaching. 4.Demonstrate ability to use data analysis to inform and direct differentiated instruction. 5.Demonstrate ability to examine theoretical and practical knowledge about student learning and teaching processes. 6.Demonstrate ability to investigate methods to support student hypothesizing, questioning, researching and inferring as key methods to construct subject knowledge. 7.Demonstrate ability to investigate ways to guide and facilitate instruction and develop communities of learners. 8.Demonstrate ability to implement effective teaching practices using inquiry, reflection, research, model, and guided practice. 9.Demonstrate ability to develop methods to explicitly communicate curriculum and instruction to students and parents. 10.Demonstrate understanding of pacing strategies and cognitive complexity.

Component Title: ASD- Nature and Needs, Assessment and Diagnosis

Component Number: 2-100-015

Inservice Points: 60

Description of Objectives and Activities to be Completed:

To develop a working knowledge of Autism Spectrum Disorder as it relates to diagnosis, assessment, current research, treatment methodologies, and educational strategies/programming

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Describe the current etiology and prevalence of Autism Spectrum Disorder2.Compare and contrast the scope of Pervasive Developmental Disorders; Autism Spectrum Disorder, Pervasive Developmental Disorder-Not Otherwise Specified (PDD-NOS), Asperger Disorder, Retts Disorder, and Childhood Disintegrative Disorder (CDD)3.Identify common characteristics within the Autism Spectrum focusing on: communication, sensory responses and needs, social skill development, and cognitive functioning/learning style4.Identify diagnostic criteria for Autism Spectrum Disorder as defined in the most recent version of the Diagnostic and Statistical Manual (DSM)5.Identify eligibility criteria for Autism Spectrum Disorder as defined by the most recent version of the Diagnostic and Statistical Manual (DSM), and definition/description of The Florida Department of Education 6.Compare and contrast the states eligibility criteria for Autism Spectrum Disorder and the most recent version of the DSM7.Demonstrate a comprehensive understanding of the theoretical, scientific, and historical evolution of Autism Spectrum Disorder 8.Demonstrate an understanding of the developmental continuum and how to identify early signs of Autism Spectrum Disorder 9.Identify the needs of individuals diagnosed with Autism Spectrum Disorder based on their individual presentation of the disorder (comprehensive and adaptive programs)10.Describe the range of possible behaviors across the lifespan11.Assess and identify the learning styles and uneven profiles observed in individuals with Autism Spectrum Disorder12.Identify intervention/support strategies based on individual strengths and needs as they relate to skill acquisition13.Identify behaviors that could indicate the manifestation of mental health or secondary disability14.Demonstrate an understanding of the challenges faced by the Individualized Education Planning Committee when deciding on appropriate programming for an individual identified with Autism Spectrum Disorder confounded by the manifestation of an Emotional Behavioral Disorder15.Differentiate between standardized and non-standardized assessments16.Identify current evaluation instruments used in diagnosing Autism Spectrum Disorder (CARS, GARS, CHAT-M, ADOS, ADI-R, CSBS, ABELS)17.Analyze the strengths and weaknesses of each evaluation instrument listed above18.List and describe three assessment instruments currently used by the districts psychologists to determine a students intelligent quotient (IQ)19.Identify the pros and cons of utilizing IQ as a measurement to determine the potential of a student with Autism Spectrum Disorder20.Describe and identify academic assessments used by teachers and psychologists in School District of Manatee County as a means to gain present level of academic performance 21.Identify how to utilize results from the academic assessments for overall instructional planning for a student with Autism Spectrum Disorder (goal writing, methodologies, etc)22.Describe the importance of parental input in the diagnosis of Autism Spectrum Disorder23.Describe the impact sensory issues have on students with Autism Spectrum Disorder and how to address this issue within the school environment24.Identify common medical conditions known to impact individuals with Autism Spectrum Disorder (seizure disorders, chronic otitis media, chronic constipation or diarrhea, eating/sleep issues, use of medications)25.Demonstrate the ability to participate as a productive member of the transdisciplinary team, producing goals that are: relevant, age appropriate, observable, measurable, functional, and encourage overall independence26.Demonstrate the ability to give consideration to overall student needs and plan for remediation as well as skill development in the areas of: communication, social skills, cognitive ability, and sensory motor issues 27.Demonstrate effective collaboration skills with family, caregivers, support staff, and outside agencies regarding accommodations/modifications needed to access a full range of home, educational, and community based settings28.Demonstrate the ability to develop an effective transition plan for students during each of the major transitional phases throughout the students school career (pre-k to elementary; elementary to middle, middle to high, and high to postsecondary activities)29.Identify the criteria utilized by the IEP committee to determine appropriate state assessment participation-identify the consequences of each option

30.Identify social and behavioral supports needed for successful inclusion for students struggling with some of the behavioral complications associated with Autism Spectrum Disorder31.Implement evidence-based and promising practices strategies within the classroom environment (incidental teaching, discreet trial teaching, group instruction, task analysis, prompt/prompt fading procedures, shaping, effective use of reinforcement, shadowing, modeling, and scaffolding)32.Demonstrate the ability to make data based decisions for overall programming and interventions33.Provide a comprehensive rational for providing consistent structure within the classroom environment 34.Describe research based strategies for structuring the physical environment of a self-contained classroom designed for students with Autism Spectrum Disorder (Structured Teaching)35.Describe several types of environmental structures and visual systems proved effective for use in autism units and how these structures and strategies meet individual student needs36.Describe and create visual supports (strategies) that can be utilized by a student with Autism Spectrum Disorder within the general education environment (seating, schedules, social stories, etc)37.Identify the continuum of visual supports based on student need and ability level (actual item, photograph, picture symbol, written word). Create and present one example of each.38.Differentiate between work systems utilized for students with Autism Spectrum Disorder who present with age/grade appropriate cognitive abilities and those who present with impaired cognitive ability39.Identify and distinguish between a variety of curricula and methodologies used to provide instruction for students with Autism Spectrum Disorder40.Demonstrate an understanding of the Sunshine State Standards as means to select appropriate curricula for students with Autism Spectrum Disorder.

Component Title: SWD ESE Instructional Strategies

Component Number: 2-100-016

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide participants with an understanding of instructional strategies that are successful with ESE student (and other students).

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate understanding and use of assessment and/or evaluation data to meet the needs of ESE and other students. 2.Demonstrate ability to correlate IEP goals and assessment to instruction. 3.Demonstrate ability to understand and use resources available to meet students needs. 4.Demonstrate ability to design instructional strategies to address ESE students unique learning needs. 5.Demonstrate ability to create and implement learning strategies based on appropriate independent levels of functioning and learning style. 6.Demonstrate ability to implement learning strategies for those students with unique needs; such as Autism, hearing impairment or vision impairment. 7.Demonstrate ability to choose delivery models that work to support individual student needs. 8.Demonstrate ability to explore multiple intelligence components. 9.Demonstrate ability to develop thematic units. 10.Demonstrate ability to gain knowledge and implement best practices.

Component Title: Gifted – Nature & Needs

Component Number: 2-106-001

Inservice Points: 60

Description of Objectives and Activities to be Completed:

This purpose of this component is to demonstrate knowledge of the unique characteristics of gifted pupils and the ability to diagnose student abilities, interest, and learning styles.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Identify the characteristics of the gifted. 2.Describe behaviors associated with each characteristic. 3.Differentiate actual characteristics of gifted from stereoscope-typical characteristics of giftedness. 4.Identify characteristics of giftedness displayed in given situation. 5.Recognize that multiple characteristics can be identified for one student in a given situation. 6.Recognize that a student can demonstrate giftedness in a single area or in a combination of areas. 7.Recognize that characteristics may appear differently depending on the situation or person observing the student. 8.Recognize the importance of including the perceptions of many different people in the identification process. 9.Recognize that giftedness is a collection of characteristics possessed by any individual. 10.Apply understanding of the characteristics of giftedness in various types of activities. 11.Recognize that giftedness is developmental. 12.Recognize that professional writers may differ in the definition of giftedness. 13.Introduce possible program and student objectives that are appropriate and differentiated for a gifted/talented education program. 14.Simulate a procedure for selecting program and student objectives. 15.Determine needs that must be satisfied in order to achieve selected objectives. 16.Recognize and interpret prominent research, theory, and trends that impact gifted education. 17.Identify historical and current trends, laws, and issues related to gifted education.

Component Title: Gifted – Education of Special Population

Component Number: 2-106-002

Inservice Points: 60

Description of Objectives and Activities to be Completed:

The purpose of this component is to demonstrate knowledge of the characteristics, inherent problems, curriculum concerns, and counseling needs that impact the education of special populations of gifted students.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Identify some major issues, questions, and concerns related to special populations of gifted students. 2.Identify the problems in the identification of disadvantaged gifted students, the barriers to appropriate educational opportunities for disadvantaged students and promising practices for various groups of disadvantaged. 3.Identify ways that the characteristics of rural living, sparse population, poverty, non-urban experience and traditional rural values relate to difficulties in identifying and in providing for the education needs of rural gifted students. 4.Identify concerns in designing a program evaluation model for special populations of gifted students. 5.Identify strategies that can be used to meet the academic needs of underachieving gifted students. 6.Identify inhibiting factors that have prevented services to young gifted and examine innovative programs for young gifted children. 7.Develop an awareness of the diagnostic criteria for behavior disorders among gifted students. 8.Develop an understanding of the identification and program strategies of ESOL (English as a Second Language) students. 9.Identify guidelines that can be used with gifted learning-disabled students in regular classrooms and in special setting. 10.Develop awareness of the dual identification process used in identifying gifted physically handicapped students. 11.Identifying major issues, questions and concerns related to the education of gifted females.

Component Title: Gifted – Guidance & Counseling

Component Number: 2-106-003

Inservice Points: 60

Description of Objectives and Activities to be Completed:

This purpose of this component is to demonstrate knowledge of guidance and counseling needs of gifted students.

Component Evaluation Criteria - Detail component effectiveness on:
a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to recognize and access the special counseling needs of the gifted, especially in the areas of motivation, underachievement, self- image and careers. 2.Identify modes of affective learning and stress management. 3.Recognize that students are gifted in different areas and guide them in the awareness of their personal aptitude and potential. 4.Identify various techniques of developing and enhancing the self-concept of the exceptional student. 5.Identify teaching techniques that will encourage affective learning for the exceptional student. 6.Demonstrate knowledge of tests and measurements appropriate for gifted students including the tests of ability, achievement, creativity, and personality. 7.Demonstrate an awareness of cultural differences and divergent ways in which the culturally diverse child may demonstrate high intelligence, including awareness of special problems of female gifted students. 8.Demonstrate an awareness of the underachieving gifted pupil, his needs and the cause and remediation of chronic underachievement. 9.Demonstrate knowledge and skills in working with parents of gifted students. 10.Demonstrate knowledge of college and scholarship requirements and availability of placement for students with different interests and abilities.

Component Title: Gifted – Procedures & Curriculum

Component Number: 2-106-004

Inservice Points: 60

Description of Objectives and Activities to be Completed:

This purpose of this component is to demonstrate the ability to develop, adapt and implement curricula appropriate for gifted pupils.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Utilize a model such a Guilfords Structure of the Intellect, Blooms Taxonomy and Renzullis Enrichment triad programming for gifted children. 2.Plan activities that incorporate both cognitive and affective areas of learning. 3.Utilize the creative process in programming for the gifted. 4.Identify principles of a differentiated curriculum for the gifted/talented. 5.Identify methods of assessing the appropriateness of a curriculum for the gifted/talented. 6.Identify relationships between the regular curriculum and a differentiated curriculum for the gifted/talented student. 7.Construct and evaluate instruments appropriate to curricular materials. 8.Survey Classroom management techniques for implementing a differentiated curriculum. 9.Individualize a differentiated curriculum for the specific needs, abilities, interest, etc. of the gifted/talented student. 10.Identify school improvement initiatives including the role of the exceptional student education teacher in the school improvement process and the impact on gifted education. 11.Distinguish between enrichment and acceleration. 12.Identify differing perspectives on enrichment and acceleration.

Component Title: Gifted – Theory & Development of Creativity

Component Number: 2-106-005

Inservice Points: 60

Description of Objectives and Activities to be Completed:

This purpose of this component is to provide an overview of theory, research, practical strategies, and resources on creativity, with an emphasis on classroom applications.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to state several definitions of creativity and explain the similarities and differences among those definitions. 2.Demonstrate ability to identify at least four (4) major components of creative productivity and name theories or models associated with each component. 3.Demonstrate ability to list and give examples of cognitive and personality characteristics associated with creativity and representative resources for assessing those characteristics at various age levels. 4.Demonstrate ability to define four (4) basic guidelines for generating ideas and four (4) guidelines for analyzing and refining ideas, and explain the implications of those guidelines for classroom application. 5.List at least four (4) general controversial issues regarding the nature of creativity and describe the major argument surrounding each of those issues. 6.Define and give examples of three levels of instructional planning for creative learning. 7.Define and give examples of the application of at least five (5) strategies for generating ideas and at least five (5) strategies for analyzing or refining ideas. 8.List at least for (4) specific process models for solving problems creatively, explain the specific stages or dimensions of each, and identify the similarities and differences among them. 9.Describe at least two programs for applying creativity and problem solving techniques to realistic problem (e.g. OMAHA, Future Problem solving, or Invent America). 10.Distinguish between realistic and real problems, and identify at least three (3) ways for students to work effectively on solving real problems. 11.List and give examples of at least four (4) different personal barriers to creativity and ten (10) organizational climate factors that encourage or inhibit creativity; identify specific strategies for overcoming blacks and barriers to creativity. 12.Describe three (3) major dimensions for analyzing and evaluating creative products, and apply appropriate criteria for each dimension to rating at least two (2) different products 13.Describe, compare, and evaluate at least three (3) different instruments for measuring creativity among students. 14.Identify at least five (5) important factors in authentic assessment of creativity, and explain their importance in creating student profiles and portfolios. 15.Plan specific application of creativity models, methods, strategies, and resources for their own professional setting. 16.Monitor, describe, and evaluate their own personal creative experiences and development and their success in applying creativity strategies to real problems and challenges of their own.

Component Title: CTE Industry Support

Component Number: 2-205-002

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide CTE teachers current information about all aspects of an industry, update technical knowledge in a technical filed, interact directly with various local business/industry representatives, identify the skills needed

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to learn and apply current technology applications such as, but not limited to, word processing, databases, spread sheets, CD Rom, digital camera and PowerPoint. 2.Demonstrate ability to use appropriate technologies to create and present a PowerPoint presentation to county Career Technical Education (CTE) teachers. 3.Demonstrate ability to gain and apply best practices to use technologies to enhance instruction in all CTE subject areas. 4.Demonstrate ability to deliver current work-based skills learned at the work site to students. 5.Demonstrate ability to provide students with 'real world' work experiences learned on the job. 6.Demonstrate ability to engage students in curriculum-based projects supported by 'real world' experiences learned at the work site.

Component Title: Teaching Methods: CTE

Component Number: 2-211-002

Inservice Points: 120

Description of Objectives and Activities to be Completed:

This component is designed to assist newly employed Career and Technical Education instructors develop or expand their skills in planning, delivering and managing effective instruction in the classroom and laboratory. This course is one of four courses re

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Examine the role of the Career and Technical instructors 2.Compare and contrast the stages of the learning process 3.Describe the basic learning styles and teaching strategies which increase learning 4.Identify factors that influence motivation 5.Identify components of a positive learning climate 6.Identify elements of effective communication 7.Describe the impact of an instructor's physical behavior on learning 8.Identify techniques for promoting group interaction 9.Describe how to set up a classroom 10.Prepare a lesson for presentation 11.Compare and contrast teaching techniques 12.Explain the administrative duties of an instructor 13.Demonstrate the ability to manage common classroom situations, including resolving conflicts, involving a shy student and maintaining individuality within the group 14.Identify appropriate strategies for teaching information and skills 15.Explain the role of the instructor during lab activities 16.Formulate questions which gather information, interpret information, and draw conclusions 17.Identify common instructional aids.

Component Title: Secondary CTE Legislative

Component Number: 2-211-006

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide secondary Career and Technical teachers county level current information, state level legislative information and identify and solve district level concern to move Career & Technical programs forward.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate understanding of federal, state and district legislative issues related to Career & Technical Education (CTE). 2.Demonstrate ability to apply new knowledge of federal, state and district legislative issues related to Career & Technical Education (CTE). 3.Demonstrate ability to provide opportunities for participants to share specific plans on how they will move their CTE programs forward. 4.Demonstrate ability to learn and apply strategies for successful Career Technical Student Organizations (CTSO) at their school site 5.Demonstrate ability to learn and apply strategies for successful CTE advisory councils at their school site. 6.Demonstrate ability to learn and apply technology equipment found around the county by touring different facilities.

Component Title: Professional Development/Growth Plan (PDP/PGP)

Component Number: 2-401-006

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to enable participants to study and reflect on the relationship between their training and the performance of their students.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Demonstrate understanding of their individual school's School Improvement Plan. 2. Demonstrate ability to diagnose student learning needs in their class(es). 3. Demonstrate ability to identify the relations between SIP and their students' learning growth needs. 4. Demonstrate ability to identify area of targeted student learning growth. 5. Demonstrate ability to identify measure(s) of student learning growth. 6. Demonstrate ability to identify what they need to know and be able to do to facilitate student learning growth/ 7. Participate in training. (These hours do not count toward PDP/PGP component.) 8. Demonstrate ability to monitor specific student growth related to targeted student growth throughout the school year. 9. Meet periodically with peers, school principal and/or assistant principal to discuss progress or modifications which may be needed. 10. Demonstrate ability to analyze final measurement, data, etc. and reflect on successes and ways to adjust if attempt again.

Component Title: Teacher Induction

Component Number: 2-404-003

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is for Teacher Induction Program participants and support team members to develop the knowledge, skills, and attitudes necessary for consistent and effective classroom practice and assessment, based on the state required assessments.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Demonstrate ability to acquire skills in planning instruction to formulate a course of action for carrying out instruction over a year, a semester, a week, and a day. 2. Demonstrate teaching behaviors that demonstrate effective use of procedures and classroom management to minimize the frequency of student misconduct and maximize the learning environment. 3. Demonstrate ability to develop performance in instructional organization and development in order to effectively use class time, organize and facilitate instruction, and interact with students appropriately. 4. Demonstrate ability to identify and use effective strategies to manipulate content to increase opportunities for student learning. 5. Demonstrate ability to identify and use skills in evaluation of student achievement to make day-to-day decisions about the capacities, achievement, and difficulties of students. 6. Participate in preschool, or other sessions, of effective teacher training. 7. Create and implement Professional Development Plans (PDP) for professional growth. 8. If needed, document evidence of their work that demonstrates Florida Educator Accomplished Practices. 9. Participate in study cadres and maintain notes. 10. Maintain a journal on participant teacher practices for self-evaluation. 11. Document video self-critique for self-evaluation. 12. Maintain other supporting documents in portfolio such as lesson plans, anticipatory sets, and discipline plans.

Component Title: Instructional Strategies

Component Number: 2-408-010

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to increase understanding of instructional strategies that promote student learning.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Demonstration ability to gain knowledge and apply instructional best practices. 2. Demonstrate ability to increase understanding of differentiated learning. 3. Demonstrate ability to identify activities that connect to different learning modalities. 4. Demonstrate ability to gain an understanding and apply strategies that motivate reluctant learners.

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

Component Title: ASD – Assistive Technology and Alternative/Augmentative Communication

Component Number: 3-100-002

Inservice Points: 60

Description of Objectives and Activities to be Completed:

This component offers participants the opportunity to research, evaluate, and utilize assistive as well as instructional technology while instructing students with Autistic Spectrum Disorder. Participants will explore and learn to create a variety of aug

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Identify and describe communication needs for students with Autism Spectrum Disorder2.Identify and describe various communication assessment tools for students with Autism Spectrum Disorder3.Review a communication assessment conducted on a student with Autism Spectrum Disorder. Identify the students individual communication needs based upon the assessment4.Develop a classroom plan that integrates the use of alternative/augmentative communication systems for students with Autism Spectrum Disorder5.Develop a classroom plan for implementing the use of alternative/augmentative communication devices for students with severe presentations of Autism Spectrum Disorder6.Demonstrate a working knowledge of typical communication development based on a developmental checklist7.Develop three activities designed to facilitate communication within both the school and home environments8.Name the four areas of communication assessment9.Research ar explore a variety of visual systems known to be successful for students with Autism Spectrum Disorder10.Based on

voice 26.Identify how tape recorders and computer software can improve academic performance and skill acquisition for students with Autism Spectrum Disorder27.Identify the effective/appropriate use of communication boards within the school setting28.Identify how the use of receptive sign language can help a student identified with Autism Spectrum Disorder 29.Demonstrate an understanding of the difference between a visual schedule and a picture exchange communication system30.Demonstrate the ability to conduct a reinforcement assessment and the rational for doing so31.Explain how social skill development can impact the development of expressive/receptive language skills for a student with Autism Spectrum Disorder32.Identify alternative visual support strategies for students unable to discriminate line drawings33.Explain how difficulties interpreting visual cues can adversely impact socialization skills for a student with Autism Spectrum Disorder34.Describe the challenges students with Autism Spectrum Disorder can face regarding self expression 35.Identify the four different names of apraxia and the characteristics of each36.Identify three areas of potential need for students presenting with apraxic-like symptoms

Component Title: SWD ESE – Assistive Technology

Component Number: 3-100-003

Inservice Points: 120

Description of Objectives and Activities to be Completed:

This component will provide teachers with the knowledge, skills and abilities needed use assistive technology in the classroom.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to use technology to promote and enhance the students learning, communication, real-life problem solving skills, and professional research. 2.Demonstrate ability to consider individual student needs to determine the most appropriate assistive technology device to use. 3.Demonstrate ability to learn the skills needed to use assistive technology devices, teach students to use the devices, and monitor the effectiveness or use with both verbal and written communication. 4.Demonstrate ability to integrate the use of assistive technology within the curriculum to augment students verbal and written communication. 5.Demonstrate ability to learn the skills involved with using universal design to enable all students to access the curriculum.

Component Title: Technology for Teachers

Component Number: 3-408-023

Inservice Points:

Description of Objectives and Activities to be Completed:

This component will provide teachers with the knowledge, skills and abilities needed to design, implement, and assess learning experiences using technology and digital tools.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to apply knowledge of subject matter, teaching and learning, and technology to facilitate experiences that advance student learning, creativity and innovation in both face-to-face and virtual environments. 2.Demonstrate ability to design, develop, and evaluate authentic learning experiences and assessments incorporating contemporary tools and resources to maximize content learning. 3.Demonstrate ability to develop technology-enriched learning environments that enable students to pursue their curiosities and become active participants. 4.Demonstrate ability to customize and personalize learning activities to address students diverse learning styles, working strategies, and abilities using digital tools and resources. 5.Demonstrate fluency in technology systems and the transfer of current knowledge to new technologies and situations. 6.Demonstrate ability to communicate relevant information and ideas effectively to students, parents and peers using a variety of digital age media and formats. 7.Demonstrate ability to model and facilitate effective use of current and emerging digital tools to locate, analyze, evaluate, and use information resources to support research and learning. 8.Demonstrate understanding of local and global societal issues and responsibilities in an evolving digital culture and exhibit legal and ethical behavior. 9.Demonstrate ability to exhibit leadership in the school and community by promoting and demonstrating the effective use of digital tools and resources. 10.Demonstrate competency in the use of equipment, tools, programs and systems. 11.Demonstrate ability to gain and implement best practices

Component Title: District Technology Concepts & Operations

Component Number: 3-506-035

Inservice Points: 120

Description of Objectives and Activities to be Completed:

This component will provide support employees with the knowledge, skills and abilities needed to utilize technology in order to increase or maintain an efficient, productive, and effective workplace.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to apply digital tools and technology to gather, evaluate, and use information. 2.Demonstrate ability to plan and conduct research, manage projects, solve problems and make informed decisions using appropriate technology and resources. 3.Demonstrate ability to use technology and digital environments to communicate and work collaboratively. 4.Demonstrate ability to think creatively, construct knowledge, and develop innovative products and processes using technology. 5.Demonstrate understanding of human, cultural, and societal issues related to technology and practice legal and ethical behavior. 6.Demonstrate a sound understanding of technology concepts, systems and operations. 7.Demonstrate ability to gain and implement best practices. 8.Demonstrate competency in the use of equipment, tools, programs and systems. 9.Demonstrate ability to maintain fiscal responsibility. 10.Demonstrate progress toward short and long term professional goals relating to technology.

Component Title: Technology for Administrators

Component Number: 3-507-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

This component will provide administrators with the knowledge, skills and abilities needed to foster and promote the use of technology in the learning environment.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to engage in an ongoing process to develop, implement, and communicate technology-infused strategic plans aligned with a shared vision. 2.Demonstrate ability to create, promote, and sustain a dynamic, digital-age learning culture that provides a rigorous, relevant and engaging education for all students. 3.Demonstrate ability to promote and model effective communication and collaboration among stakeholders using digital age tools. 4.Increase knowledge of emerging trends regarding effective use of technology and encourage evaluation of new technologies for their potential to improve student learning. 5.Demonstrate ability to provide learner-centered environments equipped with technology and learning resources to meet the individual, diverse needs of all learners. 6.Demonstrate ability to allocate time, resources, and access to ensure ongoing professional growth in technology fluency and integration. 7.Demonstrate ability to provide digital age leadership and management to continuously improve the organization through the effective use of information and technology resources. 8.Demonstrate ability to model and facilitate understanding of social, ethical and legal issues and responsibilities related to an evolving digital culture. 9.Demonstrate a sound understanding of technology concepts, systems and operations. 10.Demonstrate ability to gain and implement best practices. 11.Demonstrate competency in the use of equipment, tools, programs and systems.

Component Title: Comp 3 – Assessment for Today's Classroom

Component Number: 4-013-007

Inservice Points: 60

Description of Objectives and Activities to be Completed:

The purpose of this component is to increase the teacher's skill in administering and interpreting reading assessment instruments.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to implement knowledge of research-based strategies that will aid in the effective instruction of phonics, phonemic awareness, comprehension, fluency, vocabulary, and word recognition. 2.Demonstrate ability to use research-based strategies to develop instructional practices that will foster students meta-cognition and critical thinking skills. 3.Demonstrate ability to identify various forms of formal, informal and alternative assessment used to monitor students progress and to guide reading instruction and instructional decision-making. 4.Demonstrate ability to facilitate students comprehension skills by implementing strategies that can be used during the following stages: pre-reading, reading, and after-reading that maximize student learning. 5.Demonstrate knowledge of various resources (i.e.; childrens and young adult literature, trade books, electronic text, et.) appropriate for students needs and interests. 6.Demonstrate ability to understand characteristics and needs of struggling readers, ESL, and exceptional students and use various resources to adapt instructional practices to their needs. 7.Demonstrate ability to recognize characteristics of exemplary reading instruction and exemplary literacy classrooms. 8.Demonstrate knowledge of factors affecting reading development. 9.Demonstrate ability to identify the components of a balanced literacy program. 10.Demonstrate knowledge of resources and skills needed to content-area literacy. 11.Demonstrate ability to incorporate strategies and skills into instructional practices such as reflection and classroom inquiry to ensure effective reading instruction.

Component Title: ASD – Applied Behavior Analysis and Positive Behavior Support

Component Number: 4-102-006

Inservice Points: 60

Description of Objectives and Activities to be Completed:

This course will offer participants an overview of applied behavior analysis and how the science pertains to educating individuals with Autism Spectrum Disorder in both academic and social contexts. Participants will learn how to complete a functional behavior

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

: Identify social, communication, and behavioral issues associated with Autism Spectrum Disorder and how they impact overall quality of life for the individuals 2.Define applied behavior analysis3.Demonstrate an understanding of behavioral principals4.Demonstrate an understanding of the concept of reinforcement5.Demonstrate an understanding of punishment6.Develop the ability to identify functions of behavior and how each can relate to an individual impacted by Autism Spectrum Disorder7.Demonstrate an understanding of reinforcement assessments and describe how they can be helpful in developing an effective behavior plan for an individual with Autism Spectrum Disorder8.Describe possible challenges in completing a reinforcement assessment and how to avoid the challenges in order to ensure an accurate result9.Demonstrate an understanding of shaping, chaining, behavioral momentum, modeling, prompting, fading, imitation, discrimination training, and instructional strategies 10.Define

training 14.Compare and contrast natural environment training, discreet trial training, and incidental teaching15.Define errorless learning and cite implications 16.Describe precision teaching/fluency based instruction17.Demonstrate the principal components of Verbal Behavior as it relates to the work of B.F. Skinner18.Identify the components of Structured Teaching and describe how it can be incorporated with other methodologies 19.Identify methods used to generalize acquired skills 20.Describe the rational for teaching social skills to individuals with Autism Spectrum Disorder21.Identify various methods of teaching social skills to individuals with Autism Spectrum Disorder 22.Develop an appropriate social skill acquisition plan for a specific student with Autism Spectrum Disorder 23.Identify methods to collect data and measure academic/social skill acquisition24.Demonstrate the ability to write observable and measureable goals in the area of social/emotional development for a student with Autism Spectrum Disorder25.Demonstrate the ability to graph data collected26.Explain how graphic displays of data drive academic/behavioral decisions for goal writing and other programming issues27.Describe how to identify target behaviors28.Demonstrate the ability to prioritize target behaviors29.Demonstrate an understanding of which data collection method is best for various target behaviors 30.Demonstrate the ability to select correct graphic depiction of data31.Describe the difference between functional behavior assessment and functional behavioral analysis32.Determine which methodology (assessment or analysis) is best for the school setting33.Describe, in detail, the most commonly used interview tools for completing a functional behavior assessment34.Describe the purpose and components of a structured interview35.Describe the variety of issues that can potentially confound an intervention36.Demonstrate the ability to ensure a treatment/intervention plan can be implemented with fidelity37.Describe competing behaviors38.Demonstrate the ability to explain the competing behaviors model39.Describe how sensory integration issues can confound a functional behavioral assessment40.Describe how to structure the environment in a way that will reduce stressors for a student with Autism Spectrum Disorder41.Describe behavioral contexts42.Describe how excesses and deficits can impact behavior43.Demonstrate the ability to explain how behavior chains, over time, can impact the function of a behavior44.Explain how the common symptoms of Autistic Spectrum Disorder (predictability, routines, etc) can contribute to the presentation of inappropriate behaviors45.Demonstrate the ability to distinguish between a consultative model and a collaborative behavior 46.Develop a plan that targets the facilitation of a collaborative model for the development and implementation plan for a student with Autism Spectrum Disorder47.Develop a Positive Behavior Intervention Plan (PBIP) for a student with Autism Spectrum Disorder that includes all of the necessary components (Functional behavior assessment, data, etc)48.Describe how some discipline procedures can actually reinforce a students inappropriate behavior49.Describe antecedent based interventions50.Describe how visual supports can serve in assisting with the demonstration of appropriate behaviors for a student with Autism Spectrum Disorder51.Describe how to go about selecting ethical, evidence-based interventions for student with

Component Title: SWD ESE – Assessment & Evaluation

Component Number: 4-102-007

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide instruction in the best practices of exceptional student education in the area of assessment

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to identify the purpose of assessment (e.g., screening, eligibility, diagnosis, identification of relevant instructional content, and effectiveness of instruction) across disciplines. 2.Demonstrate ability to identify the legal requirements and ethical principles regarding the assessment of students with disabilities (e.g., confidentiality, adherence to test protocols, and appropriateness of assessment for student needs). 3.Demonstrate ability to identify and implement appropriate formal and informal assessments for students across disabilities. 4.Demonstrate ability to identify, analyze, and apply the results of formal and informal assessments for students across disabilities. 5.Demonstrate ability to identify and implement alternate assessment strategies and procedures (e.g., observations, performance-based assessments, interviews, and portfolios) and their appropriate use. 6.Demonstrate ability to identify the factors that influence disproportionate representation of students from diverse cultural, linguistic, and socioeconomic backgrounds in programs for students with disabilities and recognize the implications for assessment. 7.Demonstrate ability to correlate IEP goals and assessment to instruction. 8.Demonstrate ability to develop assessment components to meet the needs of ESE and other students.

Component Title: CTE for ESE Students

Component Number: 4-211-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

This component is designed to introduce and provide direction in the instruction of Career and Technical topics to exceptional populations. This course is one of four courses required to complete professional preparation requirements for newly employed Career and Technical

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to explain the rational for having individuals with special needs included in Career and Technical education programs. 2.Demonstrate ability to examine and understand the legal requirements at both the Federal and State levels that apply to individuals with special needs. 3.Demonstrate ability to examine commonalities of various populations identified as exceptional. 4.Demonstrate ability to explore and apply principles and strategies for identification, referral and appropriate placement of individuals with special needs. 5.Demonstrate ability to explore and apply vocational assessment techniques. 6.Demonstrate ability to understand the purpose and apply an Individual Education Plan and the Vocational Component Plan and prepare a vocational IEP component. 7.Demonstrate ability to compare and contrast accommodations vs. modifications in both facilities and curriculum. 8.Demonstrate ability to compare and contrast behavioral strategies for special populations. 9.Demonstrate knowledge of the available resources and agencies that provide services for students with special needs.

Component Title: Test Coordinator Training

Component Number: 4-401-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to train test coordinators in the local coordination, administration, and supervision of the applicable assessments.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;

b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Demonstrate understanding of state legislation and district policies regarding test administration, test security, and authorized assessment programs. 2. Demonstrate understanding of the role of the test coordinator including scope of duties, limit of authority, and availability of district and state support. 3. Demonstrate understanding and apply knowledge of the data retrieval systems. 4. Demonstrate understanding and apply knowledge of the utilize management strategies for materials handling and tracking. 5. Demonstrate ability to seek and apply best practices. 6. Demonstrate ability to use technology for efficient practices.

Component Title: Assessment

Component Number: 4-401-008

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers and staff with knowledge and skills to use assessment strategies to promote the continuous development of the learner.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate in-depth understanding of current assessment practices. 2.Analyze individual learning needs in order to select instructional techniques which accommodate differences. 3.Identify students cognitive, social, emotional and physical needs in order to design individual and group instruction. 4.Employ traditional and alternative assessment strategies in determining students mastery of specified learning outcomes. 5.Guide students in development and maintaining individual portfolios of individual and class work. 6.Modify instruction based on assessed student performance. 7.Provide opportunities for students to assess their own work and progress Assessing Student Progress. 8.Assist students in designing individual plans and setting goals for reaching the next performance level. 9.Maintain observational and anecdotal records to monitor student progress. 10.Interpret and use data from various information and standardized assessment procedures to plan instruction. 11.Review assessment data and identify students strengths and weaknesses. 12.Communicate individual student progress to student, parent, and staff. 13.Demonstrate progress toward short-term and long-term professional goals relating to assessment.

Component Title: Data Analysis

Component Number: 4-417-002

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to develop the skills and knowledge necessary to conduct analysis of data from a variety of sources including academic, behavioral, programmatic, professional, and continuous improvement (quality improvement) processes for

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to understand and utilize various data analysis strategy models, data collection processes and data analysis techniques. 2.Demonstrate ability to understand basic data analysis terminology and related information. 3.Demonstrate ability to apply appropriate models, techniques, and strategies to work related functions. 4.Demonstrate ability to incorporate data analysis techniques and strategies into their various roles for the purpose of effecting data driven decision-making. 5.Demonstrate ability to design and implement various data collection processes for ongoing functions including School Improvement Plans, Strategic Plans, Professional Development Plans, and others. 6.Demonstrate ability to analyze data and recognize patterns in student assessment results to determine students performance strengths and needs. Increase ability to modify instruction-based assessment. 7.Demonstrate ability to communicate student progress knowledgeably and responsibly based upon appropriate data to the student, parents, and colleagues. 8.Demonstrate ability to effectively assist all programmatic and compliance activities related to federal, state, district, and local mandates. 9.Demonstrate ability to organize and compute data utilizing electronic spreadsheet and other data programs. 10.Demonstrate ability to facilitate data needs inquiry meetings, and data analysis/communication meetings.

Component Title: SWD ESE – Classroom Management

Component Number: 5-101-008

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers with the knowledge and skills necessary to effectively manage their classroom.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Understand basic components of classroom management. 2.Demonstrate ability to learn and apply preventative, corrective and supportive techniques. 3.Demonstrate ability to identify and enforce acceptable classroom rules. Develop and implement classroom structures that reduce the likelihood of inappropriate behavior occurring. 4.Demonstrate ability to apply success strategies that increase student sense of belonging. 5.Demonstrate ability to identify the supporting concepts of a successful discipline program. 6.Demonstrate ability to recognize factors that contribute to misbehavior. 7.Demonstrate ability to identify and respond to disruptive behaviors. 8.Demonstrate ability to develop methods for teaching students key behavioral concepts to make them more responsible for their own learning. 9.Demonstrate ability to recognize the various concepts and models of positive behavior management. 10.Demonstrate ability to analyze the legal and ethical issues pertaining to positive behavior management strategies and disciplinary actions. 11.Demonstrate ability to increase or gain knowledge of new ideas or strategies related to their fields. 12.Demonstrateability to gain knowledge of best practices. 13.Demonstrate ability to implement best practices.

Component Title: Classroom Management

Component Number: 5-404-004

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide teachers with the knowledge and skills necessary to effectively manage their classroom.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Understand basic components of classroom management. 2.Demonstrate ability to learn and apply preventative, corrective and supportive techniques. 3.Demonstrate ability to identify and enforce acceptable classroom rules. Develop and implement classroom structures that reduce the likelihood of inappropriate behavior occurring. 4.Demonstrate ability to apply success strategies that increase student sense of belonging. 5.Demonstrate ability to identify the supporting concepts of a successful discipline program. 6.Demonstrate ability to recognize factors that contribute to misbehavior. 7.Demonstrate ability to identify and respond to disruptive behaviors. 8.Demonstrate ability to develop methods for teaching students key behavioral concepts to make them more responsible for their own learning. 9.Demonstrate ability to recognize the various concepts and models of positive behavior management. 10.Demonstrate ability to analyze the legal and ethical issues pertaining to positive behavior management strategies and disciplinary actions. 11.Demonstrate ability to increase or gain knowledge of new ideas or strategies related to their fields. 12.Demonstrate ability to gain knowledge of best practices. 13.Demonstrate ability to implement best practices.

Component Title: Ethics

Component Number: 6-416-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide an awareness of, and assist in the ability to adhere to the Code of Ethics, The Principles of Professional Conduct, and the education profession in the state of Florida.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Demonstrate ability to make reasonable efforts to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health. 2. Demonstrate ability to encourage a student's independent action in pursuit of learning. 3. Demonstrate ability to provide for a student's access to diverse points of view. 4. Demonstrate ability to take reasonable precautions to distinguish between personal values, and those of any educational institution or organization with which the individual is associated. 5. Demonstrate ability to not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression. 6. Demonstrate ability to not use institutional privileges for personal gain. 7. Demonstrate ability to maintain honesty in all professional dealings. 8. Demonstrate ability to not deny a colleague a professional benefit or advantage, or participation in any professional organization based on race, color, religion, gender, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background. 9. Demonstrate ability to support a colleague's right to exercise political or civil rights and responsibilities. 10. Demonstrate ability to recognize the consequences of violations to the Code of Ethics and Principles of Professional Conduct.

Component Title: Safety & Security

Component Number: 6-511-005

Inservice Points: 120

Description of Objectives and Activities to be Completed:

This component will provide teachers and staff with the knowledge, skills and abilities necessary to effectively maintain a safe and orderly environment.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Demonstrate ability to acknowledge, describe and respond to safety issues; such as Indoor Air Quality (IAQ). 2. Increase ability to effectively communicate with parents, students and school administration/staff regarding safety and security issues. 3. Demonstrate ability to properly respond to critical or emergency situations. Critical Incident Response Plan, Emergency Management, Incident Command Center (ICS), Incident Management System (IMS), drills, identify roles and responsibilities. 4. Demonstrate knowledge and skills required by Federal/State Laws or guidelines, district policies and school identified needs. 5. Demonstrate knowledge of the overall issue of school safety and violent prevention from a national, statewide, region and local perspective. 6. Demonstrate knowledge and ability to apply safety skills such as first aid, CPR, blood-borne pathogen. 7. Demonstrate knowledge of the proper techniques and requirements for vehicle and/or equipment usage, maintenance and inspections. Example: playground equipment. 8. Demonstrate ability to use technology to increase workplace efficiency. 9. Demonstrate progress toward short and long term professional goals relating to safety and security. 10. Demonstrate ability to gain and implement best practices. 11. Demonstrate ability to identify hazards in the workplace, as well as identifying and using specific appropriate self-protective procedures and personal protective equipment.

Component Title: First Aid/ CPR

Component Number: 6-515-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide basic First Aid procedures and lifesaving techniques.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Demonstrate ability to recognize the symptoms of common emergencies requiring basic first aid treatment. 2. Demonstrate skills and techniques in basic first aid treatment. 3. Demonstrate ability to identify hazards in the workplace, as well as identifying and using specific appropriate self-protective procedures and personal protective equipment. 4. Demonstrate ability to identify cardiac risk factors and describe how to reduce them. 5. Demonstrate ability to recognize the signs and symptoms of respiratory arrest, cardiac arrest and airway obstructions. 6. Identify how to access the emergency medical system. 7. Demonstrate skills and competencies in rescue breathing. 8. Demonstrate skills and competencies in administrating Cardiopulmonary Resuscitation (CPR) as per level of course taken: Community or Professional. 9. Demonstrate skills and competencies in the removal of airway obstructions in the choking victim. 10. Demonstrate ability to discuss the current trends and issues related to first aid/ cpr. 11. Demonstrate ability to learn issues, skills and techniques relating to bus safety, if applicable. 12. Demonstrate ability to certify under American Red Cross or American Heart Association standards.

Component Title: Training/Facilitating Adult Learners

Component Number: 7-406-005

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to understand the nature of the adult learner which separates him/her from younger learners and how to facilitate and train adults in preparation for working with others.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Understand the definitions of training and facilitation 2.Recognize the application of adult learning principles in training and facilitation 3.Perform basic trainer skills 4.Perform basic facilitator skills 5.Apply knowledge of training and facilitation skills to handling problem situations 6.Understand and recognize advanced training and facilitation skills 7.Review the guidelines of steps for successful co-training and co-facilitating 8.Learn how to maximize results for participants

Component Title: Administrative Leadership Development

Component Number: 7-408-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide administrators with the opportunity to gain the necessary and appropriate tools to provide leadership for the scope and framework of the educational program which includes: the teaching and learning process; support

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Develop strategies to select, develop or modify, and implement instructional and auxiliary programs for the improvement of teaching and learning. 2.Understand the roles and responsibilities of the district departments, their relationships to each other, and services provided to school sites. 3.Ensure the use of appropriate instructional methods, classroom assessment strategies and curriculum in the classroom. 4.Identify best practices from research to evaluate current practice in schools/departments. 5.Gain knowledge in curriculum theory, practice, trends, issues and models. 6.Align curriculum with student assessment. 7.Select, analyze and use a variety of student performance and achievement assessment tools. 8.Involve teachers in the design, development, and management of curriculum. 9.Establish plans for proper student conduct that implements disciplinary procedures and policies based on the Student Code of Conduct. 10.Establish a safe learning environment plan. 11.Understand and accommodate student growth and development needs for diverse populations. 12.Utilize and coordinate with community organizations and agencies.13.Plan for a comprehensive program of student activities and management system. 14.Possess the skills to work with diverse groups of people. 15.Plan, organize and facilitate staff development programs that enhance faculty and staff effectiveness. 16.Plan for program improvements based on data collection and analysis. 17.Compare student performance to a standard, and plan strategies for increasing student achievement. 18.Procure, allocate, monitor, and evaluate fiscal, human, material, and time resources. 19.Establish and manage a program for the recruitment and selection of qualified personnel that reflects the needs and diversity of the work location. 20.Gain knowledge and demonstrate proficiency in the use of the state required and districts personnel assessment instruments and procedures. 21.Develop sound personnel evaluation and assessment to provide coaching, feedback and assistance on performance and accountability. 22.Understand, establish and manage student accounting and data management procedures 23.Understand the components within and ensure accurate reporting for the Florida Educational Finance Program. 24.Coordinate the accuracy of the Management Information System. 25.Design accountability systems for data collection and resource use. 26.Develop and manage a school budget, including student activities. 27.Design and administer a materials and equipment purchasing and inventory system and ensure the security of the School Board property. 28.Design a master schedule that utilizes allocated resources. 29.Coordinate maintenance functions, plan safety, and inspections. 30.Demonstrate the ability to identify the Educator 'Look Fors' on quality digital Learning processes in the classroom. 31.Demonstrate the ability to identify the student 'Look Fors' on quality digital Learning practices.

Component Title: Leadership Development

Component Number: 7-507-004

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to expand and maintain the high level of knowledge, skill and competency needed to provide quality leadership to students, teachers, and other members of the school, district, state, and federal educational community

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Understand and apply the concepts of facilitation. 2.Learn how to lead in problem solving situations. 3.Practice facilitation in group settings. 4.Understand the changing role of leadership and the facilitative leader. 5.Understand the issues around, and apply, selecting decision-making options. 6.Network with, and learn how to support, others in facilitating meetings. 7.Learn and demonstrate leadership best practices. 8.Collaborate with other leadership personnel to issues faced and potential solutions. 9.Learn to interview, identify, code and rate behaviors of applicants. 10.Learn to evaluate and confirm multiple sources of date to screen applicants. 11.Understand the districts application and hiring processes, procedures, and timelines. 12.Know and be able to apply laws regulating selection practices. 13.Be able to implement professional development processes which differentiate between the critical skills learned on the job and/or in other situations. 14.Understand continuous improvement of the individual and organization using quality and learning organization concepts. 15.Know how to provide a development process that is aligned with the goals and career stage of the individual. 16.Know how to provide a development process that is aligned with the job competencies. 17.Understand and know how to exhibit a developmental orientation to support the learning of others (coaching and mentoring). 18.Recognize when performance problems are systems problems. 19.Be able to utilize available resources for development such as district, regional, consortia, universities, department of education, and national initiatives. 20.Know and be able to carry out appropriate role in formal district development processes such as new teacher induction, preparing new principal programs, and new employee orientation. 21.Be able to coach others to higher performance. 22.Demonstrate the ability to be a continuous learner. 23.Understand and be able to implement individual and organizational appraisal systems by analyzing, providing feedback and recognizing job performance. 24.Know and be able to implement the districts various performance appraisal systems. 25.Be able to observe, identify and code behaviors reliably using assessment tools. 26.Understand how to set, and assist others in setting, individual performance goals aligned with personal, school, strategic plan, and district goals. 27.Be able to provide effective consultative and corrective feedback to personnel. 28.Be able to implement legally sound performance evaluation documentation.

Component Title: Certified Master Custodian

Component Number: 7-510-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

This component will provide the knowledge, skills and abilities needed to become a Lead or Head Custodian.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Increase knowledge of qualities, characteristics and role of a Lead or Head Custodian. 2.Demonstrate ability to maintain an efficient, safe, clean, healthy and professional campus. 3.Ability to understand the importance of plant operations and the impact on student achievement. 4.Demonstrate knowledge of the following: a.safety procedures b.sanitation   c.inventory control d.minor and preventive maintenance e.school grounds 5.Demonstrate knowledge and skills in other areas as may be required by Federal/State Laws or guidelines, district policies, school identified needs and/or private subcontractors employed by the district. 6.Demonstrate ability to use technology to increase workplace efficiency. 7.Demonstrate ability to apply leadership skills such as motivating employees and working as a team. 8.Demonstrate ability to apply management skills such as evaluating employees, time keeping, delegating work and disciplinary procedures. 9.Demonstrate ability to gain and implement best practices (including being safe while doing the job). 10.Increase knowledge of the preparation for advancement (resume writing and interview skills).

Component Title: Coaching – Care & Prevention of Athletic Injuries

Component Number: 8-005-001

Inservice Points: 60

Description of Objectives and Activities to be Completed:

The purpose of this component is to gain knowledge and skills related to basic content and recent advances in the care and prevention of athletic injury.

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Demonstrate thorough knowledge of athletic nutrition and ability to advise athletes concerning nutrition. 2. Demonstrate ability to identify skills needed to recognize athletic injury. 3. Demonstrate ability to select appropriate athletic injury treatment modalities. 4. Demonstrate ability to identify appropriate first aid emergency planning and care procedures. 5. Demonstrate proficiency in CPR and related activities via certification from the Red Cross or the American Heart Association. 6. Demonstrate proficiency in unconscious athlete treatment and care. 7. Demonstrate proficiency in care for suspected head, neck and spine injured athletes. 8. Demonstrate proficiency in consideration of other life-threatening circumstances. 9. Demonstrate ability to select acceptable usage of rehabilitation and reconditioning techniques. 10. Demonstrate an understanding of athletic injury counseling methodology. 11. Show evidence of knowledge of and application for playing conditions and for athletic facilities in order to facilitate injury prevention and enhance athletic performance. 12. Demonstrate proficiency in selection of appropriate athletic uniforms and protective equipment. 13. Demonstrate proficiency in sanitary maintenance of the foregoing. 14. Demonstrate an understanding of athletic injury reporting systems. 15. Identify major characteristics of illegal substance use problems; recommend/refer identified athlete appropriately. 16. Demonstrate knowledge of policy/guidelines regarding health of athletes and use of performance enhancement drugs. 17. Demonstrate knowledge of appropriate health related policies and procedures; parental medical consent; referral procedures; arranging medical examinations. 18. Demonstrate knowledge role importance of athletic trainer. 19. Demonstrate proficiency in arranging for on-call physician.

Component Title: Coaching – Sport Specific

Component Number: 8-011-001

Inservice Points: 60

Description of Objectives and Activities to be Completed:

The purpose of this component is to increase knowledge and understanding of acceptable coaching principles.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Demonstrate knowledge of history of the sport. 2. Demonstrate knowledge of rules specific to FHSAA guidelines. 3. Demonstrate knowledge and apply appropriate conditioning techniques for sport. 4. Demonstrate knowledge and apply appropriate teaching strategies to teach sport related movements.

Component Title: Coaching Theory

Component Number: 8-011-002

Inservice Points: 60

Description of Objectives and Activities to be Completed:

The purpose of this component is to increase knowledge and understanding of acceptable coaching principles.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Demonstrate knowledge of and apply coaching theory. 2. Demonstrate knowledge of and apply motivational theories. 3. Demonstrate ability to critique and provide feedback on player performance. 4. Demonstrate understanding of developmental psychology of players.

Component Title: Academic Interventions

Component Number: 8-400-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to ensure that staff receives updated information and training on academic interventions that will be effective in preventing or remediating student learning problems.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

Demonstrate ability to describe and apply new research related to the diagnosis and intervention of student learning problems. 2. Demonstrate ability to identify and apply effective practices in addressing the academic needs of students. 3. Demonstrate ability to identify and utilize a variety of formal and informal assessment instruments/techniques to determine student strengths and diagnose academic needs. 4. Demonstrate ability to recommend effective interventions for academic issues based on diagnostic information. 5. Understand and apply the scope and sequence of concepts and skill development, including prerequisite skills at each level, and determine appropriate time frames for mastering specific concepts and skills. 6. Identify and demonstrate effective teaching techniques and strategies to address the academic needs of students. 7. Analyze data to measure progress and plan interventions.

Component Title: Assessment/Student Appraisal

Component Number: 8-401-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to ensure that staff receives updated information on and develops proficiency with assessment instruments used to identify a students learning strengths and weakness and to assess levels of cognitive functioning, achievement

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Demonstrate ability to administer, score and interpret a variety of standardized and diagnostic assessment instruments for the purpose of diagnosing various handicapping conditions and assessing the needs, interests, and aptitude of students. 2. Demonstrate ability to describe and apply best practices for assessing students individually and in group settings. 3. Demonstrate ability to provide training for students on test taking strategies to improve performance on group assessments. 4. Demonstrate ability to provide training/mentoring for staff members who are learning new assessment measures. 5. Demonstrate ability to use data from assessment to plan and evaluate the effectiveness of academic and behavioral interventions.

Component Title: Behavioral Interventions

Component Number: 8-403-002

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to ensure that staff receive updated information on and acquire/expand skills in functional behavioral assessments and behavior intervention plans.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Demonstrate ability to describe fundamental behavioral principles and current research related to the cause of behavior problems and effective interventions. 2. Demonstrate the ability to describe the multiple variables contributing to behavior problems and demonstrate an understanding of the interactions of these variables when designing behavioral interventions. 3. Complete a functional behavior assessment that incorporates current research and knowledge of behavioral principles. 4. Demonstrate ability to design a behavior intervention plan that is directly linked to the function of the behavior. 5. Demonstrate ability to use a collaborative problem solving approach that defines target behaviors, and incorporates data collection and hypothesis generation/testing. 6. Demonstrate ability to apply techniques learned in case studies/role play.

Component Title: Clinical Educator/Peer Teacher

Component Number: 8-406-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to develop skills for collegial coaches in formative intern/peer teacher observation, clinical supervision feedback, skills and professional development planning, and increased instructional effectiveness.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Demonstrate knowledge of the formative evaluation of teaching processes based on the Florida Performance Measurement System. 2. Demonstrate an awareness of the summative process of Florida Performance Measurement System and its application to diagnosing teacher performance strengths and developmental needs. 3. Assists in the development of Professional Development Plans for intern teachers or beginning teachers. 4. Demonstrate knowledge and skill in the informal design, use, and selection of observation tools and systems, including self-assessment. 5. Develop strategies for providing supervision and coaching of intern teachers. 6. Identify and document mastery of effective teaching behaviors described in research and state certification requirements. 7. Develop skill in verbal and nonverbal communication skills for conferencing with, and feedback to, interns and beginning teachers.

Component Title: Human Resources

Component Number: 8-406-002

Inservice Points: 120

Description of Objectives and Activities to be Completed:

This component will provide the knowledge, skills and abilities needed to support current and potential employees.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate knowledge of and ability to perform in one of the following areas: a.Employee Benefits b.Risk Management c.Employee Relations/ Personnel d.Recruitment and Retention e.Employment Law 2.Demonstrate ability to use technology to increase workplace efficiency. 3.Demonstrate progress toward short and long term professional goals relating to Human Resources. 4.Demonstrate ability to maintain fiscal responsibility. 5.Demonstrate ability to gain and implement best practices.

Component Title: Homeless Children

Component Number: 8-409-002

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to inform participants of the definition of homelessness, the extent and impact of homelessness in Manatee County, and the rights and resources for homeless families.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Demonstrate knowledge of the McKinney-Vento Act definition of homeless children and youth. 2. Demonstrate ability to recognize signs of homelessness and identify homeless students. 3. Demonstrate knowledge of the educational rights of homeless children and youth. 4. Demonstrate knowledge of the school-based services which are available and how to refer students and their families for those services. 5. Review the Community Resources for Families booklet which lists agencies assisting the homeless, criteria for services and the types of services they provide. 6. Understand how to get the updated versions of the resource booklet. 7. Demonstrate understanding of the cause of homelessness and its effects on children.

Component Title: Paraprofessionals Training

Component Number: 8-409-005

Inservice Points: 120

Description of Objectives and Activities to be Completed:

This component will provide the knowledge, skills and abilities needed to provide support to students, teachers and school

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate knowledge of local student education programs, state and district policies, rules, responsibilities and legal guidelines and instructional practices relevant to the role of paraprofessionals. 2.Demonstrate ability to utilize behavior management and instructional techniques. 3.Demonstrate skills in clerical duties associated with classroom, campus and/or school bus. 4.Demonstrate ability to follow emergency first aid procedures. 5.Demonstrate knowledge of child/adolescent growth and development. 6.Demonstrate ability to assist in the planning and delivery of effective lessons and instruction. 7.Demonstrate knowledge of interpersonal and instructional age appropriate behaviors for students and adults. 8.Demonstrate ability to use technology to increase workplace efficiency. 9.Demonstrate ability to gain and implement best practices. 10.Demonstrate progress toward short and long term professional goals relating to Paraprofessionals.

Component Title: Guidance & Counseling

Component Number: 8-409-006

Inservice Points: 120

Description of Objectives and Activities to be Completed:

This component allows professionals to gain the knowledge and skills needed to deliver guidance and counseling services.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to understand and apply the District's comprehensive guidance plan. 2. Demonstrate ability to understand and advise regarding programs such as Bright Futures, Talents 20, FACTS.org, and the College Board. 3. Demonstrate ability to coordinate Advanced Placement and Dual Enrollment. 4. Demonstrate ability to understand, assist and advise regarding the Student Progression Plan. 5. Demonstrate ability to understand and apply laws, rules and processes. 6. Demonstrate ability to communicate with parents and students. 7. Demonstrate ability to stay informed and apply best practices. 8. Demonstrate ability to utilize strategies and problem solving tools to make decisions concerning planning, delivering services and evaluate services. 9. Demonstrate ability to facilitate in a small and large group setting. 10. Demonstrate ability to utilize technology, resources and tools to efficiently complete work.

Component Title: Laws, Rules, Policies, Procedures

Component Number: 8-410-004

Inservice Points: 120

Description of Objectives and Activities to be Completed:

This component will provide participants the opportunity to increase their knowledge rules, laws, policies and procedures related to their job responsibilities.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate an understanding of current federal, state and local laws and rules related to one or more of the following: a.Programs b.Policies c.Procedures d.Resources - Including but not limited to: state accountability, IDEA, FERPA, Section 504, student progression plan, Medicaid billing, student records, financial aid, scholarship requirements, IEP, bargaining contracts, statutes, regulatory compliance, teacher evaluation system, Code of Ethics, Reporting Child Abuse. 2.Demonstrate ability to gain and implement best practices. 3.Demonstrate ability to apply knowledge of laws, rules, policies and procedures. 4.Demonstrate understanding of the intellectual, ethical, cultural, economic, political, and governmental influences upon schools.

Component Title: Physical & Mental Health Issues

Component Number: 8-414-002

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to ensure that staff receives updated information and training and develops skills and competencies needed to address the physical and mental health issues of students and family members.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Acquire knowledge of current information, research, techniques and strategies related to the understanding and treatment of physical and mental health issues of students and their families. 2. Demonstrate an understanding of ethical requirements related to providing services to address a students mental health issues. 3. Develop strategies to coordinate student services as appropriate to the students specific needs. 4. Increase competency in the provision of individual and group counseling. 5. Identify and appropriately access services available within the school system and community for students and families. 6. Recognize and describe signs, symptoms, and intervention techniques for the medical/mental health problems of students that may interfere with learning. 7. Describe symptoms, risk factors, intervention techniques and the referral process associated with youth depression, suicide and violence potential. 8. Increase understanding of trauma and appropriate intervention response for both individuals and groups, develop knowledge and skills for assisting school staff when a school wide crisis occurs, increase counseling/intervention skills for students reacting to crisis situations, and develop skills needed to function as part of a crisis intervention team. 9. Acquire knowledge and skills related to development guidance and counseling practices that will prevent the development of mental health and behavioral problems and/or proactively contribute to the positive social/emotional growth of students.

Component Title: Problem Solving/Response to Intervention

Component Number: 8-415-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to assist individuals and school based teams in implementing a systematic problem solving approach to address the learning difficulties of students.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1. Demonstrate ability to describe the process involved in a systematic problem solving approach based on data collection, hypothesis development, interventions attempted and progress monitoring. 2. Demonstrate ability to assist schools in identifying research based intervention for academic and behavioral issues. 3. Demonstrate ability to identify and apply appropriate interventions to address students with learning and behavioral issues. 4. Demonstrate ability to develop competency with screening, progress monitoring and diagnostic assessments. 5. Demonstrate ability to develop and apply strategies to establish effective working relationships with other education professionals, parents and students and to coordinate services as appropriate to address a students specific needs. 6. Demonstrate, using case studies, an understanding of a problem solving approach.

Component Title: Transfer Credit

Component Number: 8-500-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

For use by Professional Learning Staff ONLY. Used to transfer in-service credit into our district from another.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

For use by Professional Learning Staff ONLY. Used to transfer in-service credit into our district from another.

Component Title: Fiscal Services

Component Number: 8-504-003

Inservice Points: 120

Description of Objectives and Activities to be Completed:

This component will provide the knowledge, skills and abilities needed to effectively maintain fiscal accountability.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate knowledge of and ability to perform in one of the following areas:a.Bookkeeping b.Budget c.Cash handling d.Inventory e.Payroll f.Purchasing 2.Demonstrate ability to use technology to increase workplace efficiency. 3.Demonstrate knowledge and skills required by Federal/State Laws or guidelines, district policies and school identified needs. 4.Demonstrate progress toward short and long term professional goals relating to Fiscal Services. 5.Demonstrate ability to apply gained skills and knowledge. 6.Demonstrate ability to gain and implement best practices.

Component Title: Food Service

Component Number: 8-505-008

Inservice Points: 120

Description of Objectives and Activities to be Completed:

This component will provide Food Service employees with the knowledge, skills and abilities needed in food management and preparation to serve attractive and nutritious meals to students in a clean, efficient and friendly environment.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Practice sanitation rules and regulations as they relate to food service operations. 2.Demonstrate competencies in meal planning, pre-planning, ordering, producing meals, and keeping records in accordance with procedures taught. 3.Demonstrate the ability to incorporate school lunch program requirements in areas of meal patterns reimbursement and work schedules. 4.Demonstrate the ability to follow meal patterns and adhere to sanitation policies. 5.Increase understanding of the integration of school food service in the total educational system. 6.Increase competency in analyzing the physical, social, psychological, and cultural functions of food. 7.Increase competency in the ability to list, define and understand the components of the Dietary Guidelines and put them into practice. 8.Increase competency in the ability to define terms for food preparation and purchasing. 9.Demonstrate competency in the proper use and care of large and small food preparation and service equipment. 10.Demonstrate ability to gain and implement best practices. 11.Demonstrate increased competency in the knowledge of the nutrition requirements of the school breakfast and lunch programs. 12.Demonstrate competency in the use of food service equipment, tools, programs and systems. 13.Demonstrate ability to maintain fiscal responsibility. 14.Demonstrate progress toward short and long term professional goals relating to Food Service.

Component Title: Customer Service

Component Number: 8-506-007

Inservice Points: 120

Description of Objectives and Activities to be Completed:

This purpose of this component is to provide employees with the knowledge, skills and abilities necessary to deliver efficient, effective and friendly service to all stakeholders.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to identify internal and external customers. 2.Demonstrate knowledge of the key components of customer service. 3.Increase knowledge of excellent customer service characteristics. 4.Practice strategies for improving customer service. 5.Demonstrate ability to increase service among staff members. 6.Demonstrate ability to use technology to increase customer satisfaction. 7.Increase ability to develop a sense of fun and continuous improvement. 8.Demonstrate ability to gain and implement best practices. 9.Increase opportunities to motivate, encourage, and support individual and group inquiry. 10.Demonstrate progress toward short and long term professional goals relating to customer service.

Component Title: Communication

Component Number: 8-507-002

Inservice Points: 120

Description of Objectives and Activities to be Completed:

The purpose of this component is to provide employees with the knowledge, skills and abilities to effectively communicate with colleagues, school/community members, administrators, managers, supervisors, families, vendors, consultants and students.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to apply techniques to establish positive interactions with others. 2.Demonstrate ability to vary communication (both verbal and nonverbal) according to the nature and needs of individuals. 3.Increase opportunities to receive and give constructive feedback. 4.Demonstrate ability to communicate effectively by taking into account cultural heritage, experience and interests. 5.Demonstrate ability to increase communication among staff members. 6.Increase ability to develop a sense of fun and continuous improvement. 7.Demonstrate ability to gain and implement best practices. 8.Demonstrate ability to use technology to increase communication efficiency. 9.Increase opportunities to motivate, encourage, and support individual and group inquiry. 10.Demonstrate progress toward short and long term professional goals relating to communication.

Component Title: Office/Clerical Support

Component Number: 8-509-003

Inservice Points: 120

Description of Objectives and Activities to be Completed:

This component will provide the knowledge, skills and abilities needed to maintain and/or create an efficient and professional office environment.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate knowledge of the laws and rules that govern the operation of the schools and district departments. 2.Demonstrate understanding of office and district forms, policies and procedures. 3.Demonstrate ability to operate office equipment, tools, programs and systems. 4.Demonstrate ability to use technology to increase workplace efficiency. 5.Increase knowledge to maintain an orderly, efficient workplace. Skills such as filing procedures, organization skills and inventory control. 6.Demonstrate ability to maintain fiscal responsibility. 7.Demonstrate ability to gain and implement best practices. 8.Demonstrate ability to provide a professional workplace. Skills such as public relations, grammar, language and business correspondence 9.Demonstrate progress toward short and long term professional goals relating to the work environment.

Component Title: Maintenance and Operations

Component Number: 8-510-006

Inservice Points: 120

Description of Objectives and Activities to be Completed:

This component will provide the knowledge, skills and abilities needed to maintain and/or create efficient, safe, clean, healthy and professional work environments throughout the district.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate knowledge of and ability to perform in one of the following areas: a.Maintenance b.Buildings c.Grounds Maintenance and Pest Control d.Mechanical System e.Energy and Recycling f.Operations (includes sanitation, housekeeping) 2.Demonstrate ability to use technology to increase workplace efficiency. 3.Demonstrate progress toward short and long term professional goals relating to Maintenance and Operations. 4.Demonstrate ability to maintain fiscal responsibility. 5.Demonstrate ability to gain and implement best practices.

Component Title: Transportation

Component Number: 8-515-001

Inservice Points: 120

Description of Objectives and Activities to be Completed:

This component will provide Transportation employees with the knowledge, skills and abilities needed in to transport students safely.

Component Evaluation Criteria - Detail component effectiveness on:

a. Address the specific objectives;
b. Component efficacy of increasing educator knowledge and skill;
c. Component efficacy of changing educator dispositions or practice in educational settings and
d. Component efficacy of improving student outcomes

1.Demonstrate ability to acknowledge, describe and respond to safety issues while transporting regular and handicapped students. 2.Demonstrate ability to apply techniques used for lifting and transporting handicapped students. 3.Increase ability to effectively communicate with parents, students and school administration/staff. 4.Increase knowledge of and demonstrate ability to apply behavior management techniques. 5.Increase knowledge of the role of the bus driver or attendant in a public school transportation setting. 6.Demonstrate knowledge of bus operational procedures, including loading and unloading procedures. 7.Demonstrate improved knowledge of traffic laws and traffic control devices. 8.Demonstrate ability to properly respond to critical or emergency situations that may occur on a bus. 9.Demonstrate knowledge and skills required by Federal/State Laws or guidelines, district policies and school identified needs. 10.Demonstrate ability to avoid and reduce traffic violations, learn defensive driving skills, and develop an awareness of personal responsibility behind the wheel. 11.Demonstrate knowledge of the proper techniques and requirements for vehicle and/or equipment inspections. 12.Demonstrate ability to use technology to increase workplace efficiency. 13.Demonstrate progress toward short and long term professional goals relating to Transportation. 14.Demonstrate ability to gain and implement best practices.

AGENDA ITEM NO. 10.10

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of Contract with Boys and Girls Clubs of Manatee County to Provide After-School Meal Service to Students for the 2024-2025 School Year (No Net Financial Impact)

Executive Summary
The purpose of the requested action is to approve the attached contract to provide after-school meals to the students attending the Boys and Girls Clubs of Manatee County as requested. The terms and conditions of providing meals are included in the attached contract. All costs associated with providing meals to the contracted sites are recovered through reimbursement received, charges for additional meals served, and/or additional fees for service.

The following sites will be served: Palmetto Boys and Girls Club and Desoto Boys and Girls Club.

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

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

Recommendation
The Superintendent recommends approval of the contract with Boys and Girls Clubs of Manatee County to provide after-school meal service to students for the 2024-2025 school year (No Net Financial Impact).

Financial Impact
The revenue generated from the service of meals to students and adults is part of the revenue at the cost center that prepares the meals. All revenue and expenses related to the preparation and service of meals are included in the Food Service Fund 410 budget; there is no net financial impact because all costs are reimbursed by the sites served **(No Net Financial Impact).**

Contact
Submitting Department: Food & Nutrition Services
Initiated by: Regina Thoma

Attachments:
BOYS___GIRLS_CLUB_CONTRACT_2024_-_2025

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND BOYS & GIRLS CLUBS OF MANATEE COUNTY

2024-2025 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **BOYS & GIRLS CLUBS OF MANATEE COUNTY** hereafter referred to as the CONTRACT SITE for the 2024-2025 school year.

1. The DISTRICT agrees to provide the CONTRACT SITE with the meal indicated below, Monday through Friday on days when the DISTRICT's schools are in session. The providing of meals is not based upon, nor contingent upon, any other agreement with the School District of Manatee County.

SUPPER (POWER SNACK) TO BE PROVIDED

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CONTRACT SITE to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by the representatives of the Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SITE, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT shall deliver the adequate number of unitized meals to meet the USDA nutritional requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and CONTRACT SITES's Director or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal. The DISTRICT will provide disposable containers, silverware and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SITE shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT.

10. The DISTRICT will provide the CONRACT SITE with a monthly menu. The DISTRICT will follow the menu providing complete meals for the students.

11. The DISTRICT SITE shall account for the number of student meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services, Florida Department of Health and the DISTRICT. Daily attendance of students must be submitted to the DISTRICT school site weekly, each Friday. Monthly enrollment rosters of students must be submitted to the DISTRICT school site on the last day of each month.

12. The DISTRICT agrees to provide a District employee for supper to assist in delivery and set up, stay at the site and operate the point of sale software, and basic clean up at the end of meal service.

13. The DISTRICT shall provide a point of sale computer, the appropriate software and shall maintain the computer and all DISTRICT supplied equipment.

14. By 9:00 AM each day, the CONTRACT SITE's Director or their designee shall telephone and follow up with an email, its complete supper order, including the number of servings requested. The CONTRACT SITE shall notify the school, by telephone and follow up with an email, of any increase or decrease in the number of supper meals ordered no later than 11:00 AM each day. .

15. Employees of CONTRACT SITE shall assist in meal service and the serving of meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen. The DISTRICT shall provide serving and portioning instructions to the servers.

16. The CONTRACT SITE agrees that no adults shall receive nor purchase a supper meal.

17. The CONTRACT SITE shall maintain applicable health certification and food safety training for its employees.

18. The CONTRACT SITE may monitor the DISTRICT food service operation through periodic on-site visits. The CONTRACT SITE shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CONTRACT SITE's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT's requirements, the CONTRACT SITE shall pay the DISTRICT for any lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

19. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CONTRACT SITE has failed to properly implement or follow USDA meal accountability procedures.

20. The CONTRACT SITE shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services and the Florida Department of Health guidelines.

21. The CONTRACT SITE shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

22. The CONTRACT SITE shall be responsible for collecting allergy and special diet information from parents/guardians. The CONTRACT SITES's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

23. CONTRACT SITE and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CONTRACT SITE's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CONTRACT SITE hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CONTRACT SITE or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CONTRACT SITE's obligation to comply with JLA and Florida laws governing background screening requirements.

24. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CONTRACT SITE shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

25. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

26. The CONTRACT SITE shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CONTRACT SITE's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CONTRACT SITE's material breach of this Contract or law, (c) any failure by the CONTRACT SITE to pay its suppliers or any subcontractors. In addition, the CONTRACT SITE shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CONTRACT SITE, except when the DISTRICT supplied or required use of that

material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CONTRACT SITE shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CONTRACT SITE shall 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, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

27. This Contract will become effective August 28, 2024 and terminate May 29, 2025 or the last day of meal service provided by the DISTRICT, whichever occurs first.

28. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**BOYS & GIRLS CLUBS OF MANATEE COUNTY**	
Chad Choate III, Chair	Date	CONTRACT SITE Board President or Designee	Date
Jason C. Wysong, Ed.D, Superintendent	Date	Witness	Date

AGENDA ITEM NO. 10.11

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Purchase of Behavior and Educational Consulting, SDMC No. 25-0067-BS, Estimated in the Amount of $695,000.00 (IDEA Federal Grant Funds)

Executive Summary

Brett DiNovi & Associates will continue to provide Applied Behavior Analysis (ABA) services to the District. The company will provide Manatee County Schools with a Board-Certified Behavior Analyst and Registered Behavior Technicians (RBTs) to assist exceptional education students to be successful in the learning environment. Exceptional education students who have autism or a related disability will be provided with behavioral assistance to be successful in the classroom. RBTs will provide students with one-on-one assistance to learn the skills necessary to be successful in the classroom. An ABA certified analyst will work with schools, parents, and students to develop and implement comprehensive behavior plans for students in special education settings.

The increase in cost is due to increasing the number of RBT's from 5 to 10, plus increasing behavioral analysis services from 20 to 40 hours of Certified Behavior Analysist support. In addition, the number of hours for an RBT is increased from 7 hours per day to 7.5 hours per day. Schools reported they would need support for the full day and the increased time allows for collaboration between the contracted staff and school contacts. In addition to these changes, the RBTs are also supporting SABLE (for specific interventions related to supporting nondisabled students with mental health trauma).

Approval does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis throughout the contract period. The requested contract is for the period of August 28, 2024, through July 31, 2025.

Historical expenditures are as follows:

- 2023 – 2024 $382,853.83
- 2022 – 2023 $100,000.00

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

Subsection 6A-1.012(11) F.A.C. states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not

subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and, (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution;"

The supplier is Brett DiNovi & Associates Florida, LLC, Clearwater, FL, Florida Document No. L19000219322.

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

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

Recommendation
The Superintendent recommends approval of the purchase of behavior and educational consulting, SDMC No. 25-0067-BS, estimated in the amount of $695,000.00 (IDEA Federal Grant Funds).

Financial Impact
The funding source for these expenditures is Individual with Disabilities Education Act (IDEA) funds and is included in the Exceptional Student Education (ESE) department's proposed budget for 2024 - 2025.

Contact
Submitting Departments: Exceptional Student Education (ESE) and Purchasing
Item Owner: Joshua Bennett

Attachments:
SDMC Brett DiNovi Proposal 24-25

Brett DiNovi & Associates Florida, L.L.C.
Phone (856) 628-1686 & (267) 982-0001
Fax (855) 753-0071 & (855) 753-0072
Email: chasity@brettdassociates.com, Web: www.brettdassociates.com

Mailing Address
PO Box 8223
Cherry Hill NJ 08002

Corporate Flagship Office
3000 Atrium Way #430
Mt. Laurel NJ 08054

South Jersey
1771 Springdale Rd
Cherry Hill NJ 08003

BDA Florida
13575 58 th St N. Suite 114 Clearwater, Fl 33760

New York
57 W. 57th St.
3rd & 4th floor
New York, NY 10019

Nevada: BDI
2300 W.Sahara Ave #800
Las Vegas NV 89102

BDA Waterboro Maine
305 Main St.
Waterboro, ME 04087

BDA Pennsylvania
3331 Street Rd. Suite 430 Bensalem, PA 19020

BDA Texas
950 E. State Hwy 114
Suite 160, Southlake TX 76092

BDA California OLC
4050 W Metropolitan Dr, Orange, CA 92868

Professional Advisory Board

Julie S. Vargas, PhD
Formerly Skinner
Author & Educator

Ron Savage, EdD
President
Sarah Jane Brain Foundation

E.A. Vargas, PhD
Vice President
B.F. Skinner Foundation

Proposal for Behavior/ Educational Consultation

August 28, 2024-July 31, 2025

Submitted to:

Ms. Maribeth Mason

School District of Manatee County

Revised: August 6, 2024

Submitted by:

Chasity Bright
Executive VP of Operations
Brett DiNovi & Associates Florida, L.L.C.

All pages of this document contain information proprietary to Brett DiNovi & Associates Florida, LLC. All data furnished in connection with this proposal shall not be duplicated, transmitted, used, or otherwise disclosed to anyone other than, the person addressed to and the BOE., and then only for the purpose of evaluating the quotation. This restriction is applicable to all sheets of this proposal.

Used by permission of Brett DiNovi & Associates Florida, L.L.C.

Excellence in Consultation & Training

Consultant Qualifications:

The Behavioral Consultants from Brett DiNovi & Associates Florida, LLC are either:

a) Masters or PhD level Board Certified Behavior Analysts (BCBA),
b) BCaBA level clinician
c) Behavioral Consultants with minimum of 7 years' experience consulting with individuals with severe behavior problems; these professionals may not be Board Certified, however have equivalent experience and training.

The Registered Behavior Technicians (RBT's) are credentialed by the Behavior Analysis Certification Board (BACB) or are currently enrolled in a BACB Board Certification Program. Credentials listed here http://bacb.com/rbt.

Our consultants have provided clinical and organizational leadership for thousands of students, educational staff, and families both nationally and internationally. Presently we consult in over 700 schools across NJ, PA, NV, CA, ME, TX, FL, Saudi Arabia, and worldwide through remote consultation. Our consultants are also under leadership of worldwide recognized organizational behavior management experts to ensure interventions are implemented with treatment integrity. The Clinical Associate level consultant has extensive experience with students with challenging behaviors and learning difficulties, however they are not board certified. Our consultants have taught Applied Behavior Analysis courses at various colleges and universities. We consult in public schools, residential programs, other ABA organizations, and homes. Most of our Consultants have current training and competency in Crisis Training Procedures.

Brett DiNovi & Associates Florida, L.L.C. maintains on file a valid:

1) Florida Annual Report
2) Consultants' curriculum vitas
3) Professional Liability Insurance
4) Workers Compensation Insurance
5) W-9 Request for tax payer ID # & certification

School District of Manatee County
August 28, 2024-July 31, 2025 Fee Schedule

Clinical Associate: $52.50 per hour, which may include preparation of data collection books, extensive report writing (not progress notes), telephone meetings with clinicians & families, arriving early to schools to interact with school personnel prior to students arriving & after their departure from school, and strategizing specific behavioral contingencies for the client are all billed at the aforementioned full hourly rate. This clinician provides the **majority of the consultation.**

The Registered Behavior Technicians (RBT's) are credentialed by the Behavior Analysis Certification Board (BACB) or are currently enrolled in a BACB Board Certification Program. Credentials listed here http://bacb.com/rbt.

Behavior Consultant: Behavior Consultation will be provided at **$122.50 per hour**, which may include preparation of data collection books, extensive report writing (not progress notes), telephone meetings with clinicians & families, arriving early to schools to interact with school personnel prior to students arriving & after their departure from school, and clinical meetings strategizing specific behavioral contingencies for the client are all billed at the aforementioned full hourly rate. BDA Consultants are held to the Behavior Analyst Certification Code of Ethics and any ethical transgressions are required to be reported by BDA and our billing adjusted.

Total to not exceed $694,200.00

Brett Dinovi & Associates Florida, LLC RBT's will follow the school calendar schedule, which includes a minimum of 6 hours a day on full day schedules.

Invoices & Payments: Contract Renewal is based on a 12 month cycle. Electronic Invoices are sent on a bi-weekly basis. BDA will invoice the School District for the costs incurred to date. All payments may be made via check and should be mailed within to:

Brett DiNovi & Associates Florida, L.L.C.
P.O. Box 8223
Cherry Hill, NJ 08002

If a payment is denied, services will not continue until BDA receives payment in full. All invoices are payable upon receipt within 30 days of the District's board meeting approval. The District shall pay Interest on delinquent accounts at a rate established by the State Treasurer.

Binding Agreement: By accepting this proposal, as evidenced by the authorized signature below, the District understands and agrees that this signed proposal constitutes a binding contract between the School District of Manatee County (the "School District") and Brett DiNovi & Associates Florida, LLC ("BDA") based on the terms set out throughout this document (this "Agreement").

Non-solicitation: The District understands and agrees that as an essential term of this Agreement, neither the District, nor any employee, agent or representative of the District, directly or indirectly on the District's behalf, will solicit or attempt to solicit, recruit, hire, retain, contract or otherwise engage with any BDA consultant or other employee or representative, to work or provide any services, directly or indirectly, for the District, at any time during the term of this Agreement, and any extension or renewal of this Agreement, and within a 2 year period following the last date BDA provides any services to the District. The District further understands that each BDA consultant has signed a non-compete agreement with BDA, which prohibits them from working or performing any services for any current or recent BDA client, except through BDA. The District understands and

agrees that any violation of these provisions will cause irreparable harm to BDA, and will interfere with its contractual relations with its consultants/employees. Therefore, in the event of any actual or anticipated violation/breach of this Agreement by the District, BDA shall have the right to obtain injunctive or other equitable relief against the District from a court, without having to post a bond, and that the District will be responsible to reimburse BDA for all legal costs and expenses it incurs in pursuing such claims, including attorneys' fees, as well as for any monetary damages BDA incurs due to the breach.

Mutual Indemnification: BDA agrees to indemnify, defend and hold harmless, the School District, its officers, employees, agents and representatives (collectively, "School District agents"), against any and all claims, demands, costs, liabilities, damages, losses, charges, and expenses, penalties and judgments, including reasonable attorney's fees and other expenses (collectively, "Claims"), to which the School District or any School District agent may be subject or incur, as a direct or indirect consequence of, or arising from BDA's, or any of its officers, employees, consultants, agents or representatives (collectively, "BDA staff"), negligent and/or intentional acts, errors, or omissions, including by reason of: (a) any failure by BDA or any BDA staff to perform any covenant or agreement of BDA set forth in this Agreement; (b) the death or injury to any individual, or damage to or loss of the School District's property, due to the negligence and/or willful acts of BDA or any BDA staff; or (c) any breach by BDA or any BDA staff of any representation, warranty, or covenant under this Agreement. The parties agree that Claims for personal injuries incurred by any School District employees shall be limited to whatever benefits, if any, are provided by the School District's own workers' compensation insurance coverage. For all other Claims, BDA's liability shall be limited to the extent provided by its general liability insurance coverage.

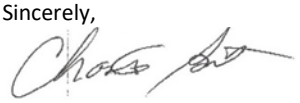
The School District agrees to indemnify, defend and hold harmless, BDA and any BDA staff, against any and all claims, demands, costs, liabilities, damages, losses, charges, and expenses, penalties and judgments, including reasonable attorney's fees and other expenses (collectively, "Claims"), to which BDA or any BDA staff may be subject or incur, as a direct or indirect consequence of, or arising from the School District's, or any School District agent's, negligent and/or intentional acts, errors, or omissions, including by reason of: (a) any failure by the School District or any School District agent(s) to perform any covenant or agreement of the School District set forth in this Agreement; (b) the death or injury to any individual, or damage to or loss of BDA's property due to the negligence and/or willful acts of the School District or any School District agent; or (c) any breach by the School District or any School District agent of any representation, warranty, or covenant under this Agreement. The parties agree that Claims for personal injuries incurred by any BDA employees shall be limited to whatever benefits, if any, are provided by BDA's own workers' compensation insurance coverage. For all other Claims, the School District's liability shall be limited to the extent provided by its general liability insurance coverage.

Complete Agreement, Governing Law and Termination: This Agreement shall constitute the entire agreement between BDA and the School District, and any modifications to this Agreement must be made in writing and signed by authorized representatives of each party. This Agreement shall be binding upon the School District and BDA, and shall be governed by the laws of the State of New Jersey. Either party may terminate this Agreement at any time and for any reason by providing the other party with at least sixty (60) days' prior written notice (with the exception of failure to receive payments which BDA may provide only a 2-week notice for termination of the agreement). In the event this Agreement is terminated by either party and for any reason, the School District agrees to make prompt payment to BDA of all invoices, for all services performed up through the effective date of termination.

We look forward to being considered to provide behavior consultation services for your school

district. Please confirm requested service(s), sign below and return to my attention to the following email address: chasity@brettdassociates.com. Please do not hesitate to call me at (856) 628-1686 if you have any questions regarding this contract.

Sincerely,



Chasity Bright
Executive Vice President of Operations
Brett DiNovi & Associates Florida, L.L.C.

By my signature below, I certify that: 1 - I fully read and understand all terms of this Agreement; 2 – the School District agrees to be bound by all terms of this Agreement, including providing payments listed above in exchange for BDA providing any services to the School District; and 3 - I am authorized by the School District to sign this Agreement and to bind the School District to all terms of this Agreement.

_____ _____

Signature of Authorized School District Administrator Date

_____

Printed Name and Title of Authorized School Administrator

_____

Name & Address of School District

AGENDA ITEM NO. 10.12

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of Sole Source to Purchase Certiport Subscriptions, SDMC No. 25-0068-BS, Estimated in the Amount of $150,000.00 (CAPE Funds)

Executive Summary
The District is seeking approval to purchase Certiport subscriptions for industry certifications. Certiport a business of NCS Pearson, Inc. is the sole provider of the exam delivery system for the industry certification and credential programs for Microsoft, Adobe, Intuit QuickBooks, and Internet and Computing. Obtaining these certifications in middle and high school gives our students an edge to skilled and high-wage jobs upon graduation from high school. The District is reimbursed by the State of Florida Department of Education for each certification earned by our students. From 2008 to date, the District has earned approximately $14,033,457.00, which includes Certiport subscriptions of which 80% of the funding is earmarked directly to support the program in which it was earned.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Approved funds will only be expended on an as needed basis as budget(s) allows. Approval to purchase is valid from August 28, 2024 through August 31, 2025.

Historical expenditures are as follows:

- 2023-2024 $138,938.74
- 2022-2023 $115,277.92
- 2021-2022 $133,016.63

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

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

The supplier is NCS Pearson, Inc d/b/a Certiport Incorporated, American Fork, UT, Florida Document No. 831133.

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

Ready For Life | Goal 4
Create an instructional model centered around real-world skills, civic involvement, financial literacy, and arts integration

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

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

Recommendation
The Superintendent recommends approval of sole source to purchase Certiport subscriptions, SDMC No. 25-0068-BS, estimated in the amount of $150,000.00 (CAPE Funds).

Financial Impact
The funding source for this expenditure is Career and Professional Education (CAPE) funds, and is included in the high school, middle school and Manatee Technical College proposed budgets for 2024-2025.

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

Attachments:
Sole_Source_-_Certiport

CERTIPORT®

A PEARSON VUE BUSINESS

January 10, 2024

To Whom It May Concern:

Certiport, a business of NCS Pearson, Inc. is the sole provider, globally, of the exam delivery system for the following industry certification and credential programs:

- Adobe® Certified Professional Program
- Apple® App Development with Swift Associate and Certified User Certifications
- Autodesk® Certified User (ACU) Program
- Certiport® Entrepreneurship and Small Business (ESB) program
- Certiport® IC3 Spark
- Certiport® IC3 Digital Literacy Certification
- Cisco Certified Support Technician
- Communication Skills for Business (CSB)
- Information Technology Specialist
- Meta Certified Digital Marketing Associate
- Intuit® QuickBooks Online Certified User
- Intuit® QuickBooks Desktop Certified User
- Intuit® Certified Bookkeeping Professional
- Intuit® Design for Delight Innovator
- Microsoft® Certified Educator Program
- Microsoft Certified Fundamentals
- Microsoft® Office Specialist Program
- PMI Project Management Ready™
- Unity® Certified User: Programmer
- Unity® Certified User: VR Developer
- Unity® Certified User: Artist

Certiport is also the exclusive distributor of CCI Learning Solutions' e-books and courseware (including XED and Jasperactive™), GMetrix Practice Tests, LearnKey, BrainBuffet, and MeasureUp® Practice Tests for all the above programs in North America. In addition, Certiport is the sole source to academic organizations for MSi Management System learning products for Microsoft Office, Adobe Certified Professional, Entrepreneurship & Small Business (ESB), PMI's Project Management Ready, and IC3 Digital Literacy. Certiport is also currently the sole source of the Coding in Minecraft credential program. All products listed on this letter are copyrighted and are the property of their respective owners, including in some instances Certiport.

Certiport complies with the highest industry standards in assessing and certifying basic computing, information technology, and office application skills. Certiport offers certification assessment and testing services in more than 150 countries and 25 languages worldwide. Certiport delivers its certification tests through a network of over 12,000 Certiport Authorized Testing Centers worldwide.

Certiport is dedicated to providing every Certiport Authorized Testing Center and every testing customer with excellent service and support during their entire certification testing experience. Certiport is pleased to provide any additional information on its programs as needed. Please direct questions or comments to customerservices@certiport.com.

Thank you for your interest in our programs.

Sincerely,

Craig Bushman
General Manager
Certiport, a business of NCS Pearson, Inc.

AGENDA ITEM NO. 10.13

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Use of Omnia Request for Proposal on Athletic Surfacing and Asphalt Maintenance, SDMC No. 25-0058-MR, Estimated in the Amount of $425,000.00 (Local Capital Improvement - Annually)

Executive Summary
Omnia issued a request for proposal for athletic surfacing and asphalt maintenance, #01-23. The bid includes labor rates for concrete, seal coating, asphalt repair, asphalt paving, striping, tennis/pickleball surfacing, track surfacing, maintenance of track surfacing, artificial turf, field, track & court construction, and more.

This bid will be utilized primarily for running track resurfacing, maintenance, and repair of the tracks by the Grounds Maintenance Department. Three high schools, Manatee High, Palmetto High, and Lakewood Ranch High, are due for running track resurfacing. The estimated amount for each track is $125,000.00. The total for all three tracks is $375,000.00, with the balance of the funds to be utilized for maintenance and repairs of the other four District high school running tracks.

The requested contract is for the period through April 30, 2026 with option to renew 2 additional 1 year periods.

Vendors have agreed to extend the pricing to the School District Manatee County under the same terms and conditions as the Omnia proposal. Copies of the proposal specifications and pricing are on file in the purchasing department.

Rule 6A-1.012(6), Florida Administrative Code, states, "In lieu of requesting competitive solicitations from three (3) or more sources, district school boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board."

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow.
Sourcewell awarded their proposal to:
Nidy Sports Construction, Tallahassee, FL, Florida Document No. F07000005998
Additional suppliers may be added as needed throughout the contract period.

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

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

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

Recommendation

The Superintendent recommends approval of the use of Omnia Request for proposal on **a**thletic surfacing and asphalt maintenance, SDMC No. 25-0058-MR, estimated in the amount of $425,000.00 (Local Capital Improvement - Annually).

Financial Impact

The funding source for this estimated expenditure is Capital Funds and is included in Maintenance, Operations & Central Distribution Warehouse Department and is included in the proposed budget for 2024-2025 (**Local Capital Improvement - Annually).**

Contact

Submitting Departments: Maintenance, Operations & Central Distribution Warehouse and Purchasing
Initiated by: Todd Henson

Attachments:
Athletic_Surfacing_Evaluation

Evaluation Criteria	Point Value	*ATC Corp*	*Cape and Island & Tennis Track*	*Nidy Sports Construction*	*Vasco Sports Contractors*	
Pricing	40	30	26	30	30	
Ability to service the contract	25	21	20	20	20	
References	20	15	14	12	16	
Technology	7	4	5	5	5	
Value Added Products and Services	8	5	5	4	4	
Total	**100**	**75**	**70**	**71**	**75**	**0**

Awarded Vendors

Emily Jeffrey

Jeremy Eaton

Jessica Goforth

Nidy Sports Construction *ATC Corp*

Vasco Sports Construction *Cape & Island & Tennis Track*

01-23 - Request for Proposal (RFP) for Athletic Surfacing and Asphalt Maintenance

Project Overview

Project Details	
Reference ID	01-23
Project Name	Request for Proposal (RFP) for Athletic Surfacing and Asphalt Maintenance
Project Type	RFP
Project Description	Athletic Surfacing and Asphalt Maintenance
Open Date	Feb 07, 2023 6:00 AM CST
Close Date	Mar 23, 2023 2:00 PM CDT

Seal status

Requested Information	Unsealed on	Unsealed by
Proposal	Mar 23, 2023 2:05 PM CDT	Jim Cary
Pricing	Mar 23, 2023 2:05 PM CDT	Jim Cary

RFP Bid/Proposal Receipt List:

RFP #01-23 for Athletic Surfacing and Asphalt Maintenance
Thursday, March 23rd, 2023 2:00 pm

Supplier	Date Submitted	Name	Email
Vasco Sports Contractors	Mar 23, 2023 10:21 AM CDT	Robyn Burkett	rburkett@vascoasphalt.com
ATC Corp	Mar 23, 2023 11:44 AM CDT	ATC Corp	nnr@atccorpmd.com
Nidy Sports Construction	Mar 23, 2023 11:45 AM CDT	Christopher Tappan	ctappan@nidycompany.com
Cape and Island Tennis & Track	Mar 23, 2023 12:01 PM CDT	Nicholas Avery	info@tennisandtrack.com

AGENDA ITEM NO. 10.14

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Authorization to Negotiate - Architect & Engineering Artisan Lakes Elementary School and Rye Ranch Elementary School Prototype (No Financial Impact)

Executive Summary
The purpose of the requested action is to accept the rankings of the Selection Committee and authorize staff to begin negotiations for Architect & Engineering (AE) services with the recommended firm.

Artisan Lakes Elementary School and Rye Ranch Elementary School Prototype AE:
Dates of Advertisement: July 24, 2024 via Vendorlink
Date of Evaluation: August 16, 2024

Ranking of Firms:
Number One Firm: Harvard Jolly, Inc.
Number Two Firm: HKS Architects, Inc.
Number Three Firm: Williamson Design Associates, Inc.

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

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

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

Recommendation
The Superintendent recommends approval of Authorization to Negotiate - Architect & Engineering Artisan Lakes Elementary School and Rye Ranch Elementary School Prototype (No Financial Impact).

Financial Impact
No financial impact.

Contact
Submitting Departments: Construction Services Department and Purchasing
Initiated By: Reginald Goff

Attachments:
Artisan and Rye ES Prototype AE RANKING

EVALUATION

REQUEST FOR QUALIFICATIONS COMPLETE ARCHITECTURAL AND ENGINEERING SERVICES

ARTISAN LAKES ELEMENTARY AND RYE RANCH ELEMENTARY PROTOTYPE

Evaluation Committee MeetingAugust 16, 2024, 9:00 am

Ranking REQUEST FOR QUALIFICATIONS COMPLETE ARCHITECTURAL AND ENGINEERING SERVICES
ARTISAN LAKES ELEMENTARY AND RYE RANCH ELEMENTARY PROTOTYPE
Submittals Due: August 7, 2024 at 12:00 p.m.

Responding Firm	
Harvard Jolly, Inc.	1
HKS Architects, Inc.	2
Williamson Design Associates, Inc.	3

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

AGENDA ITEM NO. 10.15

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of Walter E. Miller School Support Center - Water Damage Restoration - Agreement Between Owner and Wharton-Smith, Inc. - Guaranteed Maximum Price in the Amount of $1,758,404.00 (Insurance Reimbursement)

Executive Summary
The purpose of the requested action is to enter into an agreement between Owner and Wharton-Smith, Inc. which establishes the Guaranteed Maximum Price for the restoration of the School Support Center. On July 13, 2024, a copper water supply pipe failed on the fifth floor of the School Support Center, which led to extensive flooding on all floors on the west side of the building. The Work will repair damaged drywall, ceilings, flooring, and associated appurtenances and return the building to a functional state of operation.

Walter E. Miller School Support Center - Water Damage Restoration Project Summary and the Contract Summary are attached for reference.

The Construction Manager Agreement is available for review at the Department of Construction Services.

Full Guaranteed Maximum Price Book is on file in the Construction Services Department.

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

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

Recommendation
The Superintendent recommends Approval of Walter E. Miller School Support Center - Water Damage Restoration - Agreement Between Owner and Wharton-Smith, Inc. - Guaranteed Maximum Price in the Amount of $1,758,404.00 (Insurance Reimbursement).

Financial Impact
The Guaranteed Maximum Price established for the construction services is $1,758,404.00, and is included in the total project budget requirement of $1,758,404.00. **Project is funded by Insurance Reimbursement.**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Walter E. Miller SSC Water Damage Restoration Summary Sheet
Walter E. Miller SSC Water Damage Restoration CM Contract Summary
Walter E. Miller SSC Water Damage Restoration GMP Summary
Walter_E_Miller_Water_Damage_Restoration_Schedule.pdf

Walter E. Miller School Support Center Water Damage Restoration

PROJECT DIRECTOR: Jeff Medwetz

ARCHITECT/ENGINEER: N/A
CONSTRUCTION MANAGER: Wharton-Smith, Inc. Currently on the District's Continuing Contracts List
BUILDING OFFICIAL: N/A

PROJECT BUDGET:

HISTORY: Constructed in 1989, this facility houses the Administrative Offices for the School District of Manatee County. Work previously completed includes the 2002 Heating, Ventilation and Air Conditioning (HVAC) and Exterior Water Proofing Modifications; 2003 Chiller Replacement; 2004 Generator Replacement; 2010 Computer Room HVAC Controls Upgrade; and the 2018 installation of Building Standby Power Generator System, Data Center HVAC, and Data Center UPS.

SCOPE: On July 13, 2024, a copper water supply pipe failed on the fifth floor of the School Support Center, which led to extensive flooding on all floors on the west side of the building. The Work will repair damaged drywall, ceilings, flooring, and associated appurtenances and return the building to a functional state of operation.

INCLUDED IN 5-YEAR WORK PLAN: N/A

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	**$ -**			
Agreement:	**$ -**			
TOTAL	$ -			

CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	May 24, 2024	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 1,758,404.00	August 27, 2024	Pending	Guaranteed Maximum Price
TOTAL	$ 1,758,404.00			

BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg.	$ -			
Agreement:	$ -			
TOTAL	$ -			

OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Easements:	$ -			
Utility Connections:	$ -			
Utility Agreements:	$ -			
Interlocal Agrmts:	$ -			
TOTAL	$ -			

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
CONTRACT SUMMARY

Project and Location:

Walter E. Miller School Support Center - Water Damage Restoration
215 Manatee Avenue West, Bradenton, FL 34205, Manatee County Florida

Total Project Budget:

Design Services	$ -
Construction Services	$ 1,758,404.00
Owner Services	$ -
FF& E Technology	$ -
Total Project Budget	$ 1,758,404.00

Project Schedule:

Date of Anticipated Notice to Proceed	August 28, 2024
Date of Substantial Completion	January 2025
Date of Final Completion	February 2025

Architect/Engineer ("AE") N/A

Construction Manager ("CM") Wharton-Smith, Inc.
4912 W. LaSalle Street
Tampa, FL 33607
Office: (813) 288-0068

Section 1.3, Paragraph 1.3.4 Owner Construction Services Budget

Construction Costs	$1,276,912.00
General Conditions	$ 194,146.00
Overhead and Profit (CM Fee)	$ 99,532.00
Preconstruction	$ 0
Unforeseen Conditions	$ 150,807.00
Bond	$ 37,007.00
TOTAL	$1,758,404.00

Section 1.3, Definitions

Paragraph 1.3.5.2 (a) Construction Phase Services: Construction Management Fee of $ 99,532.00

Section 6.1, Reimbursable Costs:

Paragraph 6.1.2 List of Reimbursable Costs: Total "Not to Exceed" Costs of Reimbursable Costs: $ 194,146.00

Section 6.3, Cost of Work:

Paragraph 6.3.1.6: Labor Burden included within the Cost of Work at the blended rate of 43% of wages and 43% of salaries.

Paragraph 6.3.1.7: Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of 0.78% amount or the invoice amount and General Liability insurance will be charged at the rate of 1.05% amount or the invoice amount)

Paragraph 6.3.1.11: Preconstruction Costs in the amount of 0.35%

Paragraph 6.3.1.12: Costs associated with the Investigative Report in the total amount of $N/A will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

Paragraph 6.3.1.13: Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1: Safety Awards 0.00%

Article 16: Special Provisions

Paragraph 16.2.1 Employment Eligibility Verification ("E-Verify"): - E-Verify Number: 142880

Exhibits

Exhibits "A" through "F" are attached for reference.

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

G.M.P. BUDGET SUMMARY

Project: **WEM SSC Water Damage Restoration** Date: 8/12/2024

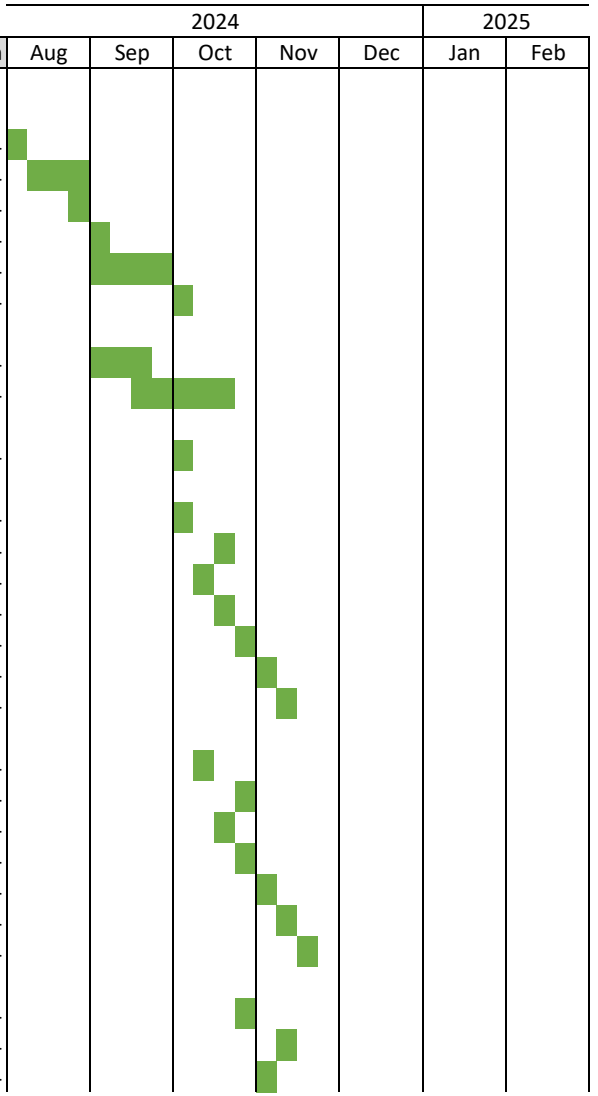
Contractor: **Wharton-Smith, Inc.**

ITEM	ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:		
01 Temporary Facilities	$124,888.00	
02 Select Demolition	$15,500.00	
06 Finish Carpentry	$62,500.00	
07 Sealants	$20,000.00	
08 Doors, Frames, & Hardware	$12,500.00	
09A Drywall	$401,554.00	
09B Acoustical Ceilings	$55,935.00	
09C Flooring	$220,920.00	
09D Painting	$102,000.00	
10 Specialties	$11,000.00	
22 Plumbing	$12,500.00	
23 HVAC	$78,750.00	
26 Electrical	$158,865.00	
Sub Total		**$1,276,912.00**
General Conditions:		
General Conditions	$161,717.00	
General Requirements	$32,429.00	
Sub Total		**$194,146.00**
Overhead & Profit (Overall Project)		
Fee	$99,532.00	
Sub Total		**$99,532.00**
Pre-Construction Expenses		
Unforseseen Conditions:		
Contingency & Unforeseen	$150,807.00	
Sub Total		**$150,807.00**
Bond:		
Insurance & Bonds	$37,007.00	
Sub Total		**$37,007.00**
GMP TOTAL		**$1,758,404.00**

Wharton-Smith, Inc.
CONSTRUCTION GROUP

NWRF Maintenance Building
Manatee County

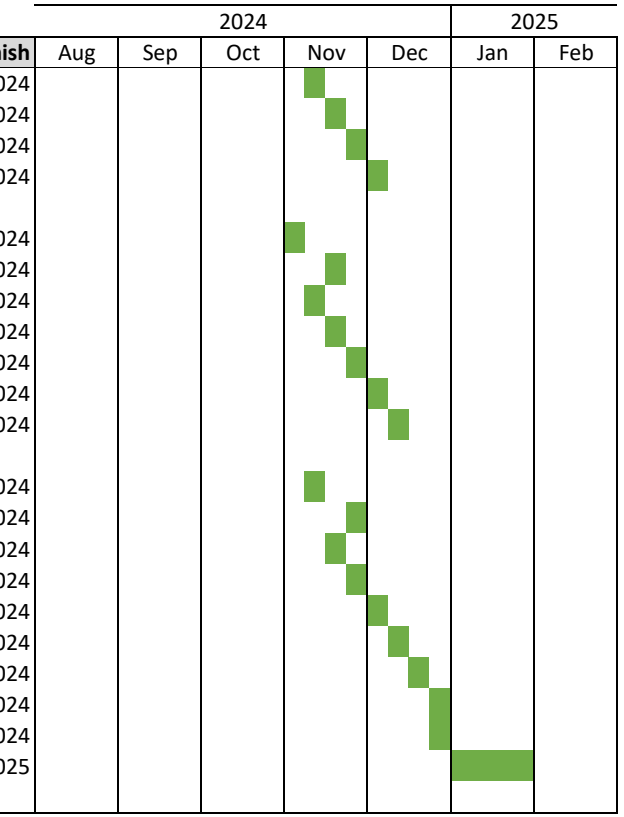
Key Milestones & Activities	Duration	Start	Finish
Preconstruction			
Submit GMP for Review	0	8/9/2024	8/9/2024
GMP Review & Approval	18	8/9/2024	8/27/2024
Board Approval	0	8/27/2024	8/27/2024
NTP	7	8/27/2024	9/3/2024
Permitting	30	9/3/2024	10/3/2024
Preconstruction Coordination Meeting	0	10/3/2024	10/3/2024
Procurement			
Issue & Execute Subcontract Agreements	20	9/3/2024	9/23/2024
Electrical Procurement	30	9/23/2024	10/23/2024
Construction			
Mobilize	0	10/3/2024	10/3/2024
Fifth Floor			
Ductwork & Insulation Repairs	10	10/3/2024	10/13/2024
Electrical Repairs	10	10/23/2024	11/2/2024
Ceiling Tile Replacement	7	10/13/2024	10/20/2024
Drywall Repairs	10	10/20/2024	10/30/2024
Painting	7	10/30/2024	11/6/2024
Floor Replacement	7	11/6/2024	11/13/2024
Cabinets & Accessories Replacement	5	11/13/2024	11/18/2024
Fourth Floor			
Ductwork & Insulation Repairs	10	10/13/2024	10/23/2024
Electrical Repairs	10	11/2/2024	11/12/2024
Ceiling Tile Replacement	7	10/23/2024	10/30/2024
Drywall Repairs	10	10/30/2024	11/9/2024
Painting	7	11/9/2024	11/16/2024
Floor Replacement	7	11/16/2024	11/23/2024
Cabinets & Accessories Replacement	5	11/23/2024	11/28/2024
Third Floor			
Ductwork & Insulation Repairs	10	10/23/2024	11/2/2024
Electrical Repairs	10	11/12/2024	11/22/2024
Ceiling Tile Replacement	7	11/2/2024	11/9/2024



Wharton-Smith, Inc.
CONSTRUCTION GROUP

NWRF Maintenance Building
Manatee County

Key Milestones & Activities	Duration	Start	Finish
Drywall Repairs	10	11/9/2024	11/19/2024
Painting	7	11/19/2024	11/26/2024
Floor Replacement	7	11/26/2024	12/3/2024
Cabinets & Accessories Replacement	5	12/3/2024	12/8/2024
Second Floor			
Ductwork & Insulation Repairs	10	11/2/2024	11/12/2024
Electrical Repairs	10	11/22/2024	12/2/2024
Ceiling Tile Replacement	7	11/12/2024	11/19/2024
Drywall Repairs	10	11/19/2024	11/29/2024
Painting	7	11/29/2024	12/6/2024
Floor Replacement	7	12/6/2024	12/13/2024
Cabinets & Accessories Replacement	5	12/13/2024	12/18/2024
First Floor			
Ductwork & Insulation Repairs	10	11/12/2024	11/22/2024
Electrical Repairs	10	12/2/2024	12/12/2024
Ceiling Tile Replacement	7	11/22/2024	11/29/2024
Drywall Repairs	10	11/29/2024	12/9/2024
Painting	7	12/9/2024	12/16/2024
Floor Replacement	7	12/16/2024	12/23/2024
Cabinets & Accessories Replacement	5	12/23/2024	12/28/2024
Final Inspections	3	12/28/2024	12/31/2024
Substantial Completion	0	12/31/2024	12/31/2024
Final Completion	30	12/31/2024	1/30/2025



AGENDA ITEM NO. 10.16

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of Annie Lucy Williams Elementary School - Classroom Addition - Agreement Between Owner and Harvard Jolly, Inc., in the Amount of $277,240.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to enter into an agreement between Owner and Harvard Jolly, Inc., which will provide architectural and engineering services for a classroom addition for Annie Lucy Williams Elementary School. The scope of work will include but is not limited to, an eight (8) classroom building addition, adding 160 student stations, and adding student restrooms adjacent to the existing covered playground structure. This will include schematic design, design development, and construction documents, along with coordination with the construction manager to complete the overall design and scope of work for the project.

Annie Lucy Williams Elementary School - Classroom Addition Summary Sheet is attached for reference.

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

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

Recommendation
The Superintendent recommends approval of Annie Lucy Williams Elementary School - Classroom Addition - Agreement between Owner and Harvard Jolly, Inc., in the amount of $277,240.00 (Capital Funds).

Financial Impact
The fee for architectural and engineering services is $277,240.00. This fee is included in the total project budget requirement of $6,000,000.00 **(Capital Funds)**.

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
Annie Lucy Williams Elementary School - Classroom Addition Contract Summary Sheet
Annie Lucy Williams Elementary School -Classroom Addition Summary Sheet

AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER
CONTRACT SUMMARY

Project and Location:

Annie Lucy Williams Elementary School – Classroom Addition
3404 Fort Hammer Road
Parrish, Florida 34219
Manatee County Florida

Total Project Budget:

Design Services	$ 277,240.00
Construction Services	$ 5,181,362.00
Owner Services	$ 258,518.00
FF&E Technology	$ 282,880.00
Total Project Budget	$ 6,000,000.00

Project Schedule:

Date of Anticipated Notice to Proceed	August 2024
Date of Substantial Completion	November 2025
Date of Final Completion	December 2025

Architect/Engineer ("AE") Harvard Jolly, Inc.
2714 Dr. MLK Jr. Street North
St. Petersburg, Florida 33704

Construction Manager ("CM") TBD

Section 1.4, Paragraph 1.4.3 Owner Construction Services Budget

Construction Costs	$ TBD @ GMP Approval
General Conditions	$ TBD @ GMP Approval
Overhead and Profit (CM Fee)	$ TBD @ GMP Approval
Preconstruction	$ TBD
Unforeseen Conditions	$ TBD @ GMP Approval
Bond	$ 0.00
TOTAL	$ TBD

Section 2.1, Paragraph 2.1.1 Lump Sum Architect/Engineering Fee

Basic Services	$ 251,640.00
Total Engineering Services	$ 25,600.00
Total A/E Fee	$ 277,240.00

Article 15: Special Provisions

Paragraph 15.3.1 Employment Eligibly Verification ("E-Verity"): - E-Verify Number: 430802

Exhibits

Exhibits "A" through "D" are attached for reference.

EXHIBIT A

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	Michelle Begue
SBMC Project Assistant	Charlene Garcia
Architect	Harvard Jolly, Inc.
Civil Engineers	Kimley-Horn
Structural Engineer	Hees & Associates, Inc.
Mechanical Engineer	TLC Engineering for Architecture, Inc.
Electrical Engineer	TLC Engineering for Architecture, Inc.
Construction Manager	TBD
SBMC Instructional Member	Andrea Keezer, Principal
SAC Member	N/A

EXHIBIT B

PERIODIC SITE VISITS

The A/E shall make a minimum of 10 site visits, including in coordinating with A/E Consultants and the CM as necessary, to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the Construction Documents

DISCIPLINE	NUMBER OF VISITS (minimum)
A/E	10 per project
Structural Engineer	4 per project
MEP	6 per project
Civil Engineer	4 per project
Landscape Architect	N/A per project

EXHIBIT C

2.2.2.1 A/E
Harvard Jolly, Inc., 2714 Dr. MLK Jr. Street North, St. Petersburg, Florida 33704

Classification	Title	Hourly Rate
Principals	President	$ 200.00
	Vice President	$ 175.00
	Other Principals	$ 175.00
	Associate Architect	$ 150.00
	Senior Project Architect	$ 150.00
Supervisory	Architects	$ 125.00
	Project Manager	$ 125.00
Intern Architect	Intern Architect	$ 110.00
Interiors	Interior Designer	$ 115.00
Technical Staff	Technician I	$ 105.00
	Technician II	$ 95.00
	Historic Preservation Specialist	$ N/A
	Clerical	$ 80.00
	Expert Testimony	$ N/A

2.2.2.2 Civil Engineer
Kimley-Horn, 1800 2nd Street #900, Sarasota, Florida 34236

Classification	Hourly Rate
Principal Engineer/P.E.	$ 190.00
Project Manager/P.E.	$ 175.00
Project Engineer III/Project Manager III	$ 150.00
Project Engineer II/Project Manager II	$ 135.00
Project Engineer I/Project Manager I	$ 125.00
Designer/Technician/Const. Observ. III	$ 105.00
Designer/Technician/Const. Observ. II	$ 95.00
Designer/Technician/Const. Observ. I	$ 95.00
Draftsman/Illustrator III	$ 95.00
Draftsman/Illustrator II	$ 90.00
Draftsman/Illustrator I	$ 85.00
Administrative/Clerical	$ 80.00

2.2.2.3 Structural Engineer
Hess and Associates, 1381 5th Street, Sarasota, Florida 34236

President	$ 190.00
Senior Principal	$ 175.00
Principal	$ 170.00
Senior Project Manager	$ 165.00
Project Manager	$ 160.00
Senior Design Engineer	$ 145.00
Design Engineer	$ 125.00
Senior CADD Operator	$ 100.00
CADD Operator	$ 90.00
Senior Field Representative	$ 95.00
Field Representative	$ 90.00
Clerical	$ 75.00

2.2.2.4 Mechanical, Electrical & Plumbing Engineer:
TLC Engineering, 7210 Kyle Court, Sarasota, Florida 34240

Division Director/Sr. Engineer	$ 180.00
Sr. Engineer/Project Engineer	$ 155.00
Engineer II/Design Specialist	$ 175.00
Engineer I/Designer II	$ 115.00
Graduate Engineer/Designer I/Technician II/ Executive Secretary	$ 100.00
Technician I/Division Secretary	$ 95.00
Secretary/Receptionist/Clerk	$ 80.00

2.2.2.5 Landscape Architect:
N/A

Principal	$ N/A
Associate	$ N/A
Draftsman	$ N/A
Secretarial	$ N/A

2.2.2.6 Other: N/A

EXHIBIT D

A. This project will include, but is not limited to, an (8) eight classroom free-standing building addition adding 160 student stations and student restrooms adjacent to the existing school building and outdoor play area. The District's goal is to reuse the prototype design recently built at Freedom Elementary School.

Annie Lucy Williams Elementary School - Classroom Addition (8 Pack)

PROJECT DIRECTOR: Michelle Begue

ARCHITECT/ENGINEER: Harvard Jolly Architects — Currently on the District's continuing contracts list
CONSTRUCTION MANAGER: TBD
BUILDING OFFICIAL: TBD

PROJECT BUDGET: $ 6,000,000.00 (July 30, 2024) Original Total Project Budget (5 Yr Capital Plan)

HISTORY: Annie Lucy Williams Elementary School was built in June 2007 and has 823-student stations The school is located at 3404 Fort Hamer Road, Parrish Florida.

SCOPE: The scope of work includes, but is not limited to the Architectural and Engineering Services for the contruction of an eight-classroom building addition, adding 160 student stations and restrooms adjacent to the existing covered playground structure.

INCLUDED IN 5 YEAR PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -		Approved	District's Continuing Contracts List
Agreement:	$ 277,240.00	August 27, 2024	Pending	Architectural / Engineering Services
TOTAL	$ 277,240.00			

CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -			
Agreement:				
TOTAL	$ -			

BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
	-			
TOTAL	-			

OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
	-			
TOTAL	-			

AGENDA ITEM NO. 10.17

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of Manatee Elementary School - Auditorium Exterior Renovations & Reroofing - Change Order 1 - Agreement Between Owner and Willis A. Smith Construction, Inc., Decrease in the Amount of $281,417.84 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Change Order 1 to the Agreement between Owner and Willis A. Smith Construction, Inc., which will reduce the Guaranteed Maximum Price by $281,417.84 for materials purchased under the Direct Materials Purchase Program and reflect a $17,035.07 in sales tax savings.

Manatee Elementary School - Auditorium Exterior Renovations & Reroofing Project Summary Sheet is attached for reference.

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

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

Recommendation
The Superintendent recommends approval of Manatee Elementary School - Auditorium Exterior Renovations & Reroofing - Change Order 1 - Agreement between Owner and Willis A. Smith Construction, Inc., decrease in the amount of $281,417.84 (Capital Funds).

Financial Impact
The amount of Change Order 1 is a decrease of $281,417.84. The revised Guaranteed Maximum Price is $2,454,003.16 and is included in the total project budget of $3,100,000.00. **Project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
MAE Aud Ext Reno & Reroofing Project Summary
MAE Auditorium Reno Change Order 1 signed

2023 Manatee ES Auditorium Exterior Renovations & Reroofing Summary Sheet

PROJECT DIRECTOR: Dave Wildes

ARCHITECT/ENGINEER:	Long and Associates Architects/Engineers, Inc.	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	Willis A. Smith Construction, Inc.	Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:	Bureau Veritas North America, Inc.	Currently on the District's Continuing Contracts List

PROJECT BUDGET:	$	3,100,000.00	(January 30, 2024) Revised Project Budget (5 Yr Capital Plan)
	$	2,500,000.00	(July 25, 2023) Revised Project Budget (5 Yr Capital Plan)
	$	500,000.00	(April 11, 2023) Original Project Budget

HISTORY: Manatee Elementary School was originally constructed in 1926. The site is approximately 6 acres in size. Various construction activities occurred over the years including a total remodel and addition in 1992; a technology retrofit, minor HVAC renovations and structural repairs to the Pelot Building, and a Class Size Reduction Wing containing 4 classrooms in 2001. A campus-wide remodel / renovation was completed in 2009 and Fencing and Security Upgrades were completed in 2015. The school currently has 731 student stations.

SCOPE: The **Scope of Work** includes water intrusion repairs, window replacement, tuck pointing of existing masonry, application of exterior sealant at the existing auditorium building and re-roofing of building 1, 3 through 7.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	May 25, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 45,962.50	April 11, 2023	Approved	Architectural/Engineering Services
Amendement 1:	$ 125,800.00	July 25, 2023	Approved	Add Additional Architectural/Engineering Services
Amendement 2:	$ 17,100.00	May 28, 2024	Approved	Add Additional Architectural/Engineering Services
Amendement 3:				
TOTAL	$ 188,862.50			

CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	May 25, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 9,000.00	April 11, 2023	Approved	Pre-Construction Services
Amendment 1:	$ 25,500.00	July 25, 2023	Approved	Additional Pre-Construction Services
Amendment 2:	$ 2,700,921.00	February 13, 2024	Approved	Guaranteed Maximum Price
Change Order 1:	$ (281,417.84)	August 27, 2024	Pending	Change Order 1 (DMP's)
	$ -			
TOTAL	$ 2,454,003.16			

BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	May 25, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 14,500.00	May 16, 2023	Not Required	Plan Review / Permits & Inspection Services - Bureau Veritas
Amendment 1:	$ 9,600.00	July 25, 2023	Not Required	Add Additional Plan Review / Permits & Inspection Services
	$ -			
TOTAL	$ 24,100.00			

OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Agreement:	$ 8,800.00	April 26, 2023	Not Required	Professional Services - Roof Evaluation Survey - PBA
Agreement:	$ 4,699.00	June 28, 2023	Not Required	Professional Services - Asbestos & Lead Testing - OHC
Agreement:	$ 35,000.00	October 24, 2023	Not Required	Structural Assessment - Long & Assoc
Agreement:	$ 9,851.80	November 3, 2023	Not Required	Professional Services - Limited Asbestos & Lead Testing - OHC
	$ -			
TOTAL	$ 58,350.80			

AGENDA ITEM NO. 10.15

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of Manatee Elementary School - Auditorium Exterior Renovations & Reroofing - Change Order 1 - Agreement Between Owner and Willis A. Smith Construction, Inc., Decrease in the Amount of $281,417.84 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Change Order 1 to the Agreement between Owner and Willis A. Smith Construction, Inc., which will reduce the Guaranteed Maximum Price by $281,417.84 for materials purchased under the Direct Materials Purchase Program and reflects a $17,035.07 in sales tax savings.

Manatee Elementary School - Auditorium Exterior Renovations & Reroofing Project Summary Sheet is attached for reference.

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

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

Recommendation
The Superintendent recommends approval of Manatee Elementary School - Auditorium Exterior Renovations & Reroofing - Change Order 1 - Agreement between Owner and Willis A. Smith Construction, Inc., decrease in the amount of $281,417.84 (Capital Funds).

Financial Impact
The amount of Change Order 1 is a decrease of $281,417.84. The revised Guaranteed Maximum Price is $2,454,003.16 and is included in the total project budget of $3,100,000.00. **Project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

2023 Manatee ES Auditorium Exterior Renovations & Reroofing Summary Sheet

PROJECT DIRECTOR: Dave Wildes

ARCHITECT/ENGINEER:	Long and Associates Architects/Engineers, Inc.	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	Willis A. Smith Construction, Inc.	Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:	Bureau Veritas North America, Inc.	Currently on the District's Continuing Contracts List

PROJECT BUDGET:	$	3,100,000.00	(January 30, 2024) Revised Project Budget (5 Yr Capital Plan)
	$	2,500,000.00	(July 25, 2023) Revised Project Budget (5 Yr Capital Plan)
	$	500,000.00	(April 11, 2023) Original Project Budget

HISTORY: Manatee Elementary School was originally constructed in 1926. The site is approximately 6 acres in size. Various construction activities occurred over the years including a total remodel and addition in 1992; a technology retrofit, minor HVAC renovations and structural repairs to the Pelot Building, and a Class Size Reduction Wing containing 4 classrooms in 2001. A campus-wide remodel / renovation was completed in 2009 and Fencing and Security Upgrades were completed in 2015. The school currently has 731 student stations.

SCOPE: The **Scope of Work** includes water intrusion repairs, window replacement, tuck pointing of existing masonry, application of exterior sealant at the existing auditorium building and re-roofing of building 1, 3 through 7.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	May 25, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 45,962.50	April 11, 2023	Approved	Architectural/Engineering Services
Amendement 1:	$ 125,800.00	July 25, 2023	Approved	Add Additional Architectural/Engineering Services
Amendement 2:	$ 17,100.00	May 28, 2024	Approved	Add Additional Architectural/Engineering Services
Amendement 3:				
TOTAL	$ 188,862.50			

CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	May 25, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 9,000.00	April 11, 2023	Approved	Pre-Construction Services
Amendment 1:	$ 25,500.00	July 25, 2023	Approved	Additional Pre-Construction Services
Amendment 2:	$ 2,700,921.00	February 13, 2024	Approved	Guaranteed Maximum Price
Change Order 1:	$ (281,417.84)	August 27, 2024	Pending	Change Order 1 (DMP's)
	$ -			
TOTAL	$ 2,454,003.16			

BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	May 25, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 14,500.00	May 16, 2023	Not Required	Plan Review / Permits & Inspection Services - Bureau Veritas
Amendment 1:	$ 9,600.00	July 25, 2023	Not Required	Add Additional Plan Review / Permits & Inspection Services
	$ -			
TOTAL	$ 24,100.00			

OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Agreement:	$ 8,800.00	April 26, 2023	Not Required	Professional Services - Roof Evaluation Survey - PBA
Agreement:	$ 4,699.00	June 28, 2023	Not Required	Professional Services - Asbestos & Lead Testing - OHC
Agreement:	$ 35,000.00	October 24, 2023	Not Required	Structural Assessment - Long & Assoc
Agreement:	$ 9,851.80	November 3, 2023	Not Required	Professional Services - Limited Asbestos & Lead Testing - OHC
	$ -			
TOTAL	$ 58,350.80			

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Manatee ES - Re-Roof and Auditorium Renovation
CON 334

TO: Willis A. Smith Construction, Inc.
5001 Lakewood Ranch Blvd.
Sarasota, FL 34240

CHANGE ORDER NUMBER: 1

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: April 13, 2023

You are directed to make the following changes in this Contract:

DMP Deduct for YKK AP PO 115330	$	(43,718.00)
DMP Deduct for Millet Glass PO 116469	$	(18,651.94)
DMP Deduct for Seaman Corporation PO 114774	$	(219,047.90)
Total of Summary		($281,417.84)

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:	$	9,000.00
Net Changes by previously authorized Change Orders and/or Amendments:	$	2,725,921.00
The Guaranteed Maximum Price prior to the Change Order was:	$	2,735,421.00
The Guaranteed Maximum Price will be **(decreased)** by this Change Order:	$	(281,417.84)
The new Guaranteed Maximum Price including this Change Order will be:	**$**	**2,454,003.16**
The Contract time will be unchanged by:		(0)days
The date of Substantial Completion as of the date of the Change Order is:		TBD

Long & Associates	Willis A. Smith Construction, Inc.	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
4525 South Manhattan Ave.	5001 Lakewood Ranch Blvd.	1 Matzke Way
Tampa, FL 33611	Sarasota, FL 34240	Bradenton, FL 34208
By: Travis Steed	By: Katie Kominos	By:
Travis Steed, AIA	Katie Kominos, Sr. Project Manager	
Date: 07/30/2024	Date: 7.31.2024	Date:

David Wildes (Aug 1, 2024 14:35 EDT)

Reginald Griff (Aug 1, 2024 17:47 EDT)

AGENDA ITEM NO. 10.18

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of Parrish Community High School - Change Order 3 - Agreement Between Owner and Williams Company Tampa, Decrease in the Amount of $217,369.76 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Change Order 3 to the Agreement between Owner and Williams Company Tampa, which will reduce the Guaranteed Maximum Price by $217,369.76 for materials purchased under the Direct Materials Purchase Program and reflect a $13,242.19 in sales tax savings.

Parrish Community High School - Project Summary Sheet is attached for reference.

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

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

Recommendation
The Superintendent recommends approval of Parrish Community High School - Change Order 3 - Agreement between Owner and Williams Company Tampa, decrease in the amount of $217,369.76. (Capital Funds)

Financial Impact
The amount of Change Order 3 is a decrease of $217,369.76. The revised Guaranteed Maximum Price is $9,401,457.76 and is included in the total project budget of $15,000,000.00. **Project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
PCHS Clsrm Addition Project Summary
PCHS Clsrm Add Change Order 003 Agenda 2024-707

PARRISH COMMUNITY HIGH SCHOOL - CLASSROOM ADDITION

PROJECT DIRECTOR: David Wildes

ARCHITECT/ENGINEER: Schenkel & Shultz, Inc.
CONSTRUCTION MANAGER: Williams Company Tampa — Selected through the Request for Qualifications process
BUILDING OFFICIAL: Bureau Veritas North America, Inc. — Currently on the District's Continuing Contracts

PROJECT BUDGET: $15,000,000.00 (05/23/23) Revised Project Budget (5 Yr Capital Plan)
$20,000,000.00 (04/26/22) Original Project Budget

HISTORY: A new high school was built in 2019 to serve students in north (and east) county, as the District's current high school utilization is at 106% of capacity. The site for the new school consists of 98 acres in the central part of the North county, located on Erie Road.

SCOPE: The existing campus was constructed in 2019 with a student capacity of 2,150; but was master planned and the core was constructed for a capacity of 2,500 students. Due to enrollment growth, the scope of work for the one-story classroom building addition provides for 16 additional classrooms to accommodate 400 students. Included are associated restrooms, storage areas, corridors, walkways, and mechanical and electrical systems required for a functioning facility for grades nine through twelve. The addition will be a modified reuse of the plans for Building 6, which was constructed in 2019.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 780,600.00	April 26, 2022	Approved	Architectural / Engineering Services
Amendment 1:	$ 60,900.00	December 12, 2023	Approved	Add'l Architectural/Engineering Services-Site Plan Modification Application
Amendment 2:	$ 21,810.00	February 13, 2024	Approved	Add'l Architectural/Engineering Services-Engineering Lab Modifications
TOTAL	$ 863,310.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 25, 2022	Approved	Selected through the Request for Qualifications process
Agreement:	$ 45,475.00	April 11, 2023	Approved	Pre-Construction Services
Amendment 1:	$ 1,595,830.00	October 24, 2023	Approved	Add'l Pre-Con Services - Early Procurement Materials
Amendment 2:	$ 8,951,433.32	February 13, 2024	Approved	Guaranteed Maximum Price
Change Order 1:	$ (517,346.70)	May 14, 2024	Approved	Change Order 1
Change Order 2:	$ (456,564.10)	July 23, 2024	Approved	Change Order 2
Change Order 3:	$ (217,369.76)	August 27, 2024	Pending	Change Order 3
TOTAL	$ 9,401,457.76			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 25, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 104,200.00	May 23, 2023	Approved	Plans Review, Permitting, Inspections & Fire Marshal Services
TOTAL	$ 104,200.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ 8,600.00	April 26, 2023	N/A	Geotechnical Engineering Evaluation - Ardaman
Agreement:	$ 15,000.00	August 16, 2023	N/A	Construction Documentation - Multivista
Agreement:	$ 16,500.00	October 24, 2023	N/A	MEP Commissioning Services - SGM Engineers
Agreement:	$ 302,875.00	July 23, 2024	Approved	Public Safety - Bi-Directional Amplifier (BDA)
TOTAL	$ 342,975.00			

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Parrish Community HS Classroom Addition
SDMC Project #3951539849

TO: (Contractor): Williams Company Tampa
5201 West Kennedy Blvd.
Suite 535
Tampa, FL. 33609

CHANGE ORDER NUMBER: 003

CHANGE ORDER DATE: August 27, 2024

ARCHITECT'S PROJECT NO: 3951539849

CONTRACT FOR: Construction Management

CONTRACT DATE: March 28, 2023

You are directed to make the following changes in this Contract:

#	Item	PO#	Vendor	Description	Sub	Amount
1	Direct Purchase PO	00120243	Ferguson Enterprises LLC	Materials	Southern Equipment	$ (49,619.26)
2	Direct Purchase PO	00120079	Stan Weaver & Company	Materials	Southern Equipment	$ (84,585.00)
3	Direct Purchase PO	00120080	Gator Gypsum	Materials	Real Ceiling	$ (35,418.50)
4	Direct Purchase PO	00119953	YKK AP America,	Materials	Key Glass	$ (47,747.00)
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
	Total of Summary					$ (217,369.76)

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.....	$	45,475.00
Net Changes by previously authorized Change Orders and/or Amendments.....	$	9,573,352.52
The (~~Contract Sum~~)(Guaranteed Maximum Price) prior to the Change Order was.....	$	9,618,827.52
The (~~Contract Sum~~)(Guaranteed Maximum Price) will be (~~increased~~)(decreased)(~~unchanged~~) by this Change Order.....	$	(217,369.76)
The new (~~Contract Sum~~)(Guaranteed Maximum Price) including this Change Order will be.....	$	9,401,457.76
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 March 4, 2025		

Schenkel & Shultz, Inc.	Williams Company Tampa	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
330 South Pineapple Avenue	5201 West Kennedy Blvd.	1 Matzke Way
Sarasota, FL. 34236	Tampa, FL. 33609	Bradenton, FL 34208
By: Aaron Jacobson (Aug 2, 2024 11:42 PDT)	By: Jason Kruse Digitally signed by Jason Kruse DN: C=US, E=jkruse@williamsco.com, O=Williams Company, OU=Project Manager, CN=Jason Kruse Date: 2024.07.22 13:50:52-04'00'	By:
Date: 08/02/2024	Date: 07/22/2024	Date:

David Wildes (Aug 6, 2024 14:46 EDT)

AGENDA ITEM NO. 10.19

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of Bayshore High School - Painting & Roofing - Change Order 1 - Agreement Between Owner and Willis A. Smith Construction, Inc., Decrease in the Amount of $723,312.20 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Change Order 1 to the Agreement between Owner and Willis A. Smith Construction, Inc., which will reduce the Guaranteed Maximum Price by $723,312.20 for materials purchased under the Direct Materials Purchase Program and reflect a $43,448.73 in sales tax savings.

Bayshore High School- Painting & Roofing Project Summary Sheet is attached for reference.

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

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

Recommendation
The Superintendent recommends approval of Bayshore High School - Painting & Roofing - Change Order 1 - Agreement between Owner and Willis A. Smith Construction, Inc., decrease in the amount of $723,312.20. (Capital Funds)

Financial Impact
The amount of Change Order 1 is a decrease of $723,312.20. The revised Guaranteed Maximum Price is $1,837,687.80 and is included in the total project budget of $3,000,000.00. **The project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
BHS Painting & Roofing Summary Sheet
BHS Paint & Roof Change Order 1 WSC

Bayshore High School Roofing

PROJECT DIRECTOR: John Williams

ARCHITECT/ENGINEER:	Plunkett Raysich Architects, LLP	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	Willis A. Smith Construction, Inc.	Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:	Universal Engineering Services, LLC	Currently on the District's Continuing Contracts List

PROJECT BUDGET: $ 3,000,000.00 (7/08/2022) Original Project Budget

HISTORY: Bayshore High School was completed in 1997. Building 6 was completed in 2007,and #5 was completed in 2017 The site consists of one parcel containing 46 acres, located at 5323 34th Street West in Bradenton. The total existing student station count is 2478. Roof replacement is required due to the existing roofs having exceeded their normal service life.

SCOPE: The Scope of Work includes, but is not limited to, the replacement of existing roof membranes and flashings with new on Building #1, #2, #3, #4, #8 and #16. Existing roof membranes have exceeded their useful life and require replacement. Additionally, work will include the replacement of Building #6 parapet coping.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 94,500.00	June 13, 2023	Approved	Architectural/Engineering Services
Amendment 1:				
Amendment 2:				
TOTAL	$ 94,500.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 30,000.00	June 13, 2023	Approved	Pre-Construction Services
Amendment 1:	$ 2,531,000.00	April 23, 2024	Approved	GMP Guaranteed Maximum Price
Change Order 1:	$ (723,312.20)	August 27, 2024	Pending	Change Order 1 - Direct Purchase Materials
Substantial Completion:	$ -	August 27, 2024	Pending	Substantial Completion
Change Order 2:				
TOTAL	$ 1,837,687.80			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
	$27,000.00	May 24, 2023	Approved	Plan Reviews, Permits & Inspection Services
TOTAL				

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ -			
TOTAL	$0.00			

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Bayshore High School Roofing
CON-370

TO: Willis A. Smith Construction, Inc.
5001 Lakewood Ranch Blvd.
Sarasota, FL 34240

CHANGE ORDER NUMBER: 1

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: June 13, 2023

You are directed to make the following changes in this Contract:

DMP Deduct for Seaman Corporation PO 117474	$ (723,312.20)

Total of Summary	($723,312.20)

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 was:	$ 30,000.00
Net Changes by previously authorized Change Orders and/or Amendments:	$ 2,531,000.00
The Guaranteed Maximum Price prior to the Change Order was:	$ 2,561,000.00
The Guaranteed Maximum Price will be **(decreased)** by this Change Order:	$ (723,312.20)
The new Guaranteed Maximum Price including this Change Order will be:	**$ 1,837,687.80**
The Contract time will be unchanged by:	(0) Days
The date of Substantial Completion as of the date of the Change Order is:	TBD

Plunkett Raysich Architects, LP	Willis A. Smith Construction, Inc.	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
1970 Main Street, Suite 201	5001 Lakewood Ranch Blvd.	1 Matzke Way
Sarasota, FL 34236	Sarasota, FL 34240	Bradenton, FL 34208
By:	By: Katie Kominos (Aug 8, 2024 14:20 EDT)	By:
David Burdwood, AIA	Katie Kominos, Sr. Project Manager	
Date: 7-23-24	Date: 08/08/2024	Date:

Michelle Begue (Aug 8, 2024 14:28 EDT)

Reginald Dorn (Aug 8, 2024 16:15 EDT)

AGENDA ITEM NO. 10.20

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of North County Middle School - Permanent Utilities Easement and Affidavit of Ownership and Encumbrances (No Financial Impact)

Executive Summary
The North County Middle School is located at 11620 North River Ranch Trail, Parrish. Prior to site acquisition, a lift station was constructed by others adjacent to North River Ranch Trail on the southwest corner of the school parcel. The lift station serves the middle school and surrounding development. No school facilities other than the lift station are located within the area of the easement. Providing a permanent utilities easement to Manatee County will allow Manatee County to operate and service the lift station.

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

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

Recommendation
The Superintendent recommends approval of North County Middle School - permanent utilities easement and affidavit of ownership and encumbrances (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Permanent Utilities Easement
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 Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: North County Middle School Lift Station
PID NO: 394610959

SPACE ABOVE THIS LINE FOR RECORDING DATA

PERMANENT UTILITIES EASEMENT – LIFT STATION

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, as "**Grantor**," and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, as "**Grantee**,"

W I T N E S S E T H:

THAT said Grantor, for and in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00) and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and transferred, and by these presents does grant, bargain, sell, and transfer unto Grantee, an ***exclusive, permanent easement for construction and maintenance of a Manatee County public lift station and associated appurtenances together with ingress and egress for installation, operation and maintenance*** over, under, and across the property situated in Manatee County, State of Florida, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

THAT said Grantor reserves unto itself, its heirs, successors or assigns, the right to the continued free use and enjoyment of the property herein described, for any purposes which are not inconsistent with the rights granted herein unto the Grantee.

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

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES.

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

GRANTOR:
SCHOOL BOARD OF MANATEE COUNTY, a public body corporate

_____
First Witness Signature

By: _____
Chad Choate III, Chairperson

_____
First Witness Printed Name

Date: _____

Address:_____
_____

Attest: _____
Secretary Signature

NP 08/12/2024

_____
Second Witness Signature

RG 08/12/2024

_____
Second Witness Printed Name

SD 08/12/2024

Address:_____
_____

KP 08/13/2024

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 _____, 2024, Chad Choate III, as Chairperson of the School Board of Manatee County, a public body corporate (School Board) who
☐ is personally known to me or
☐ has 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

NORTH RIVER RANCH SCHOOL SITE
LIFT STATION EASEMENT

DESCRIPTION: That part of School Board of Manatee County property, according to Special Warranty Deed, Instrument Number: 202441007883, of the Public Records of Manatee County, Florida, lying within Lot 6, Block 1, according to the plat of MANATEE RIVER FARMS UNIT NO. 1, as recorded in Plat Book 6, Page 45, of the Public Records of Manatee County, Florida, lying in Section 18, Township 33 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said School Board of Manatee County property, for the **POINT OF BEGINNING,** run thence along the Westerly boundary of said School Board of Manatee County property, the following two (2) courses: 1) N.03°27'27"W., 37.62 feet; 2) N.27°26'28"E., 14.48 feet; thence N.83°16'53"E., 88.91 feet; thence S.09°32'22"E., 50.00 feet to a point on a curve on the Southerly boundary of the aforesaid School Board of Manatee County property; thence along said Southerly boundary of the School Board of Manatee County property, Westerly, 101.69 feet along the arc of a curve to the right having a radius of 958.00 feet and a central angle of 06°04'55" (chord bearing S.83°30'06"W., 101.64 feet) to the **POINT OF BEGINNING.**

Containing 0.114 acres, more or less.

BASIS OF BEARINGS

The Westerly boundary of School Board of Manatee County, as referenced hereon and according to Special Warranty Deed, as recorded in Instrument Number 202441007883, of the Public Records of Manatee County, Florida, has a Grid bearing of N.03°27'27"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 2011 ADJUSTMENT) for the West Zone of Florida.

LEGEND:

1. (R) indicates radial line
2. (NR) indicates non-radial line
3. RB - Reference Bearing
4. O.R. - Official Records Book
5. Inst. # - Instrument Number

NORTH RIVER RANCH SCHOOL SITE
LIFT STATION EASEMENT

No.	Date	Description	Dwn.
REVISIONS			

SHEET NO. 1 OF 2 SHEETS

Prepared For: HAVAL FARMS, LLC.

DESCRIPTION SKETCH
(Not a Survey)

ARTHUR W. MERRITT CERTIFICATE No. 4498 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Digitally signed by Arthur W Merritt
Date: 2024.05.22 13:04:55 -04'00'

Arthur W. Merritt
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

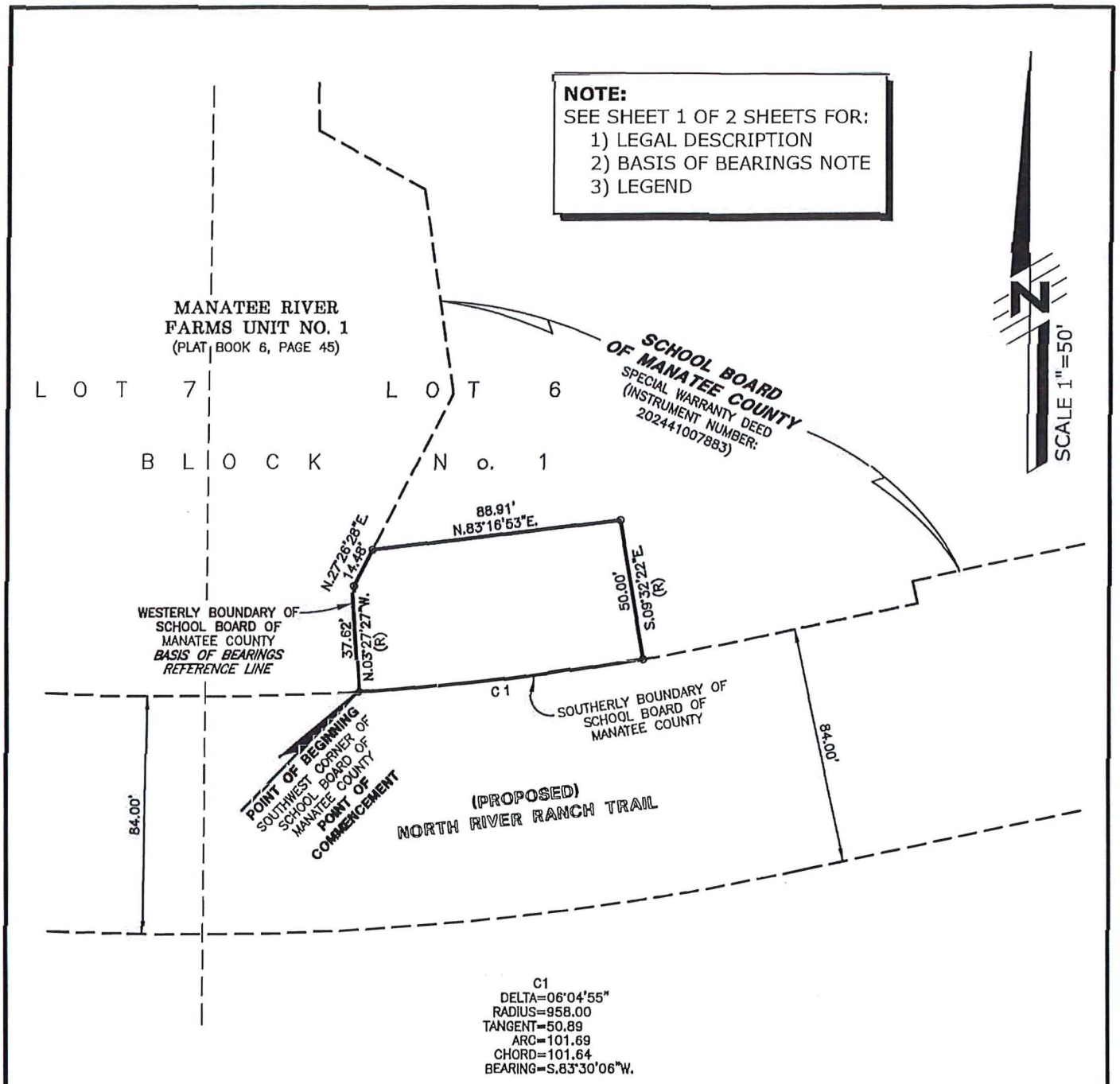
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

AMERRITT, INC.
LAND SURVEYING AND MAPPING
LICENSED BUSINESS NUMBER LB7778
3010 W. Azeele Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200

Drawn: WFS	Checked: JLS	Order No.: AMI-NLV-NRR-???
Date: 05-21-24	Dwg: NRR-SCHOOL-LSE-DS.dwg	
File Path: P:\North River Ranch-Manatee\Master Plan\Description\School Lift Sta		

SECTION 18, TOWNSHIP 33 SOUTH, RANGE 19 EAST

EXHIBIT A



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NORTH RIVER RANCH SCHOOL SITE
LIFT STATION EASEMENT

Prepared For: **HAVAL FARMS, LLC.**

DESCRIPTION SKETCH
(Not a Survey)

SEE SHEET 1 FOR ELECTRONIC SIGNATURE AND SEAL.

Arthur W. Merritt
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

AMERRITT, INC.
LAND SURVEYING AND MAPPING
LICENSED BUSINESS NUMBER LB7778
3010 W. Azeele Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200

No.	Date	Description	Dwn.
REVISIONS			

Drawn: WFS | Checked: JLS | Order No.: AMI-NLV-NRR-???
Date: 05-21-24 | Dwg: NRR-SCHOOL-LSE-DS.dwg
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SHEET NO. 2 OF 2 SHEETS

SECTION 18, TOWNSHIP 33 SOUTH, RANGE 19 EAST

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 Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: North County Middle School Lift Station
PID NO: 394610959

SPACE ABOVE THIS LINE FOR RECORDING DATA

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

BEFORE ME, the undersigned notary public, personally appeared **JASON C. WYSONG**, who being first duly sworn, deposes and says that, to the best of his knowledge and belief:

1. I have personal knowledge of all matters set forth in this affidavit.

2. 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.

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

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 or is presently entitled to 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. Should any bill be found which relates to the period of the Grantor's possession, the Grantor shall pay such bill upon demand. 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 actions, proceedings, judgments, bankruptcies, liens or executions recorded among the Public Records of Manatee County, Florida, or any other county in Florida or pending against the Grantor in the courts of Manatee County, Florida, or any other courts.

12. 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.

13. 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.

14. 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.

15. To my actual knowledge there are no outstanding, unrecorded deeds, unsatisfied liens, leases, contracts for sale, judgments, easements or rights-of-way for users, conveyances, mortgages or adverse interests affecting title to the Property, except the following:

A. All matters contained on the Plat recorded in Plat book 6, Page 45, of the Public Records of Manatee County, Florida.

B. Reservation of Rights and Restrictive Covenant recorded in Official Records Book 2794, Page 6853, as affected by Approval of Authorized Builder recorded as Instrument Number 202041122519, all of the Public Records of Manatee County, Florida.

C. Local Development Agreement recorded in Official Records as Instrument Number 202041106209, of the Public Records of Manatee County, Florida.

D. Any liens created or levied pursuant to Chs. 190, 170, and 197, F.S., pertaining to community development districts.

E. Instruments recorded in Official Records as Instrument Numbers 202341040012, 202341040013, 202341040014, and 202341040015, all of the Public Records of Manatee County, Florida.

F. Reservations contained in Special Warranty Deed recorded in Official Records as Instrument Number 202241017542, of the Public Records of Manatee County, Florida.

G. Local Development Agreement recorded in Official Records Book 2545, Page 4410; together with First Amendment recorded in Official Records Book 2650, Page 1279, Second Amendment recorded in Official Records Book 2668, Page 3450, and as Amended and Restated as Instrument Number 202041106208, all of the Public Records of Manatee County, Florida.

H. Notice of Establishment recorded in Official Records Book 2722, Page 7853; Final Judgment of Validation recorded as Instrument Number 202041095336, Declaration of Consent to Jurisdiction recorded as Instrument Number 202041137246; Creation of the District recorded as Instrument Number 202041100831 together with Collateral Assignment of Development and Contract Rights recorded as Instrument Number 202041137244; Agreement recorded as Instrument Number 202041137245, and Notice of Merger recorded as Instrument Number 202141139425, all of the Public Records of Manatee County, Florida.

I. Agreement Regarding the True Up and Payment of Special Assessment for Special Assessment Revenue Bonds recorded in Official Records as Instrument 202341121569; Collateral Assignment and Assumption of Development and Contract Rights recorded as Instrument Number 202341121570, Special Assessments and Government Lien of Record recorded as Instrument Number 202341121571; and Declaration of Consent recorded as Instrument Number 202341121572, all of the Public Records of Manatee County, Florida.

J. Agreement Regarding the True Up and Payment of Special Assessment for Special Assessment Revenue Bonds recorded in Official Records as Instrument 202341129672; Collateral Assignment and Assumption of

Development and Contract Rights recorded as Instrument Number 202341129673, Special Assessments and Government Lien of Record recorded as Instrument Number 202341129674; and Declaration of Consent recorded as Instrument Number 202341129675, all of the Public Records of Manatee County, Florida.

K. Drainage and Retention Easement Agreement recorded in Official Records as Instrument Number 202441007884, of the Public Records of Manatee County, Florida.

16. The Grantor's Taxpayer Identification Number is 65-0037457.

17. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to accept a permanent utilities easement.

18. 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.

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

JASON C. WYSONG, ED.D

_____
Signature

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me, a Notary Public, by means of
☐ physical presence or
☐ online notarization
this _____ day of _____ 2024, by Jason C, Wysong, 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.)

KP 08/12/2024

RG 08/12/2024

KP 08/13/2024

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

Stephen R. Dye (Aug 12, 2024 15:35 EDT) 08/12/2024

Stephen R. Dye, School Board Attorney

EXHIBIT A

NORTH RIVER RANCH SCHOOL SITE
LIFT STATION EASEMENT

DESCRIPTION: That part of School Board of Manatee County property, according to Special Warranty Deed, Instrument Number: 202441007883, of the Public Records of Manatee County, Florida, lying within Lot 6, Block 1, according to the plat of MANATEE RIVER FARMS UNIT NO. 1, as recorded in Plat Book 6, Page 45, of the Public Records of Manatee County, Florida, lying in Section 18, Township 33 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said School Board of Manatee County property, for the **POINT OF BEGINNING,** run thence along the Westerly boundary of said School Board of Manatee County property, the following two (2) courses: 1) N.03°27'27"W., 37.62 feet; 2) N.27°26'28"E., 14.48 feet; thence N.83°16'53"E., 88.91 feet; thence S.09°32'22"E., 50.00 feet to a point on a curve on the Southerly boundary of the aforesaid School Board of Manatee County property; thence along said Southerly boundary of the School Board of Manatee County property, Westerly, 101.69 feet along the arc of a curve to the right having a radius of 958.00 feet and a central angle of 06°04'55" (chord bearing S.83°30'06"W., 101.64 feet) to the **POINT OF BEGINNING.**

Containing 0.114 acres, more or less.

BASIS OF BEARINGS

The Westerly boundary of School Board of Manatee County, as referenced hereon and according to Special Warranty Deed, as recorded in Instrument Number 202441007883, of the Public Records of Manatee County, Florida, has a Grid bearing of N.03°27'27"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 2011 ADJUSTMENT) for the West Zone of Florida.

LEGEND:

1. (R) indicates radial line
2. (NR) indicates non-radial line
3. RB - Reference Bearing
4. O.R. - Official Records Book
5. Inst. # - Instrument Number

NORTH RIVER RANCH SCHOOL SITE
LIFT STATION EASEMENT

No.	Date	Description	Dwn.
REVISIONS			

SHEET NO. 1 OF 2 SHEETS

Prepared For: HAVAL FARMS, LLC.

DESCRIPTION SKETCH
(Not a Survey)

ARTHUR W. MERRITT CERTIFICATE No. 4498 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Digitally signed by Arthur W Merritt
Date: 2024.05.22 13:04:55 -04'00'

Arthur W. Merritt
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN AUTHENTICATED DIGITAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

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LAND SURVEYING AND MAPPING
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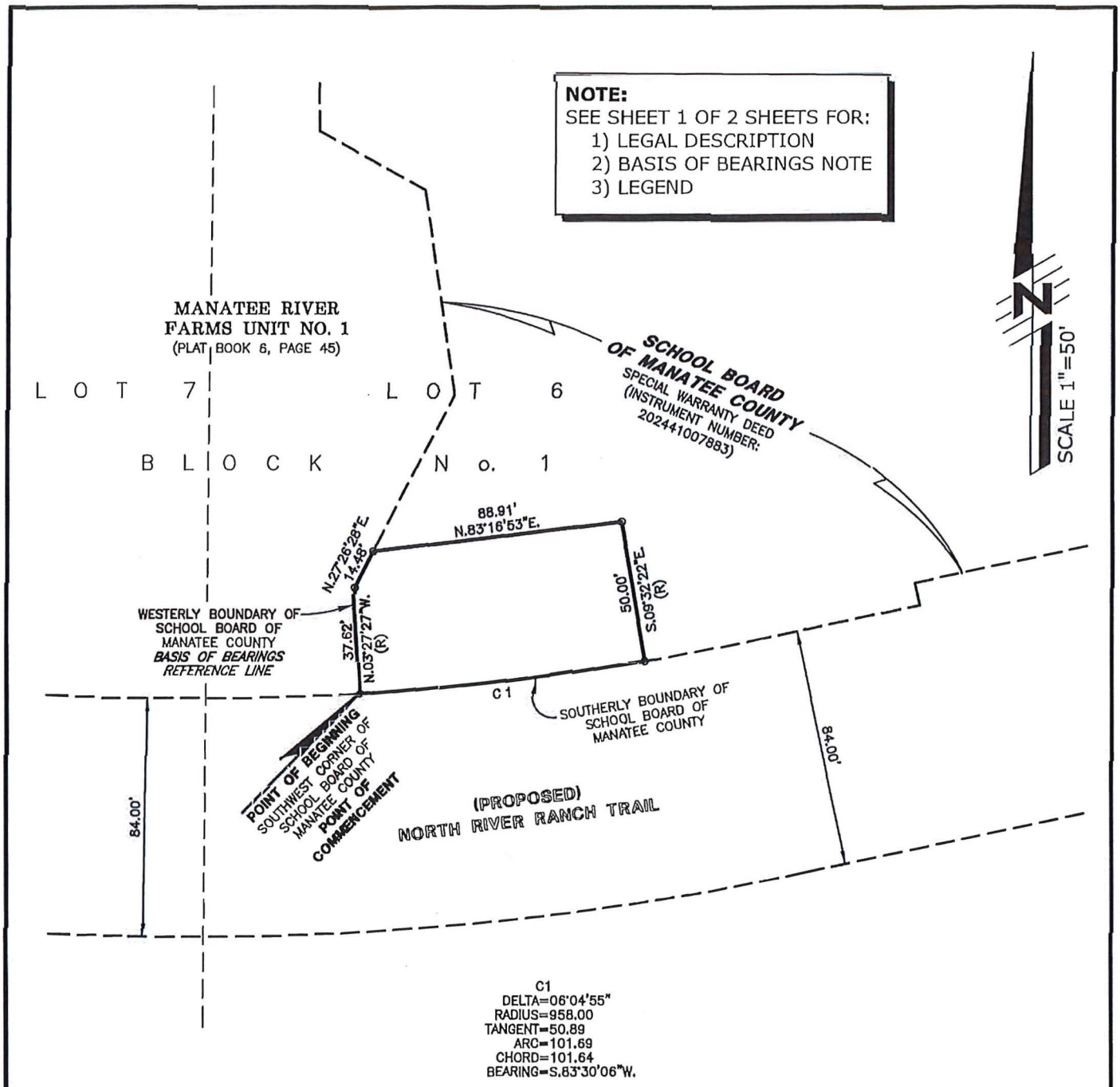
PHONE (813) 221-5200

Drawn: WFS	Checked: JLS	Order No.: AMI-NLV-NRR-???
Date: 05-21-24	Dwg: NRR-SCHOOL-LSE-DS.dwg	

File Path: P:\North River Ranch-Manatee\Master Plan\Description\School Lift Sta

SECTION 18, TOWNSHIP 33 SOUTH, RANGE 19 EAST

EXHIBIT A



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SECTION 18, TOWNSHIP 33 SOUTH, RANGE 19 EAST

No.	Date	Description	Dwn.

REVISIONS

SHEET NO. 2 OF 2 SHEETS

AGENDA ITEM NO. 10.21

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval for Southeast High School Chorus Students to Attend and Perform at Carnegie Hall in New York, New York on March 6-10, 2025 (Multiple Funding Sources)

Executive Summary
Fifteen Southeast High School Chorus students have been invited to sing at Carnegie Hall in New York City after sending an audition recording by their choir director, Michelle Norman-Webb. Six parent chaperones will also be attending the trip.

This is an educational opportunity for students to work with a world-renowned choral director and perform in Carnegie Hall with a professional orchestra in a professional production. While in New York, they have many scheduled rehearsals with other schools involved. The students will leave with a new prospective on choral singing and having the experience of performing in such a venue where so many great performers have done before.

The exposure for the students in this event greatly increases their exposure to the arts and the opportunity for college scholarships. Experiences gained by our students may be brought back and shared with students at Southeast High School and throughout the District.

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

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

Recommendation
The Superintendent recommends approval for Southeast High School Chorus students to attend and perform at Carnegie Hall in New York, New York on March 6-10, 2025 (Multiple Funding Sources).

Financial Impact
There will be no cost to the General Fund. Costs will be covered by school internal funds from fundraising, sponsors, and grants.

Contact
Submitting Department: Secondary Education
Initiated By: Sharon Scarbrough

Attachments:
SEHS Chorus Travel to New York City 3.6-3.10.2025

School District of Manatee County Field Trip Request Form – Mandatory Form

(To be attached to the Field Trip Coordinator's Travel Authorization with the associated Expense Worksheet)

Today's Date: May 23 Field Trip Date: March 6-10 2025 School: Southeast High School
Date / Time of Departure from school: TBD
Date / Departure time from field trip location: TBD
Arrival time back at school: TBD
Field Trip Coordinator Michelle Norman-Webb
Trip Destination – Name: Carnegie Hall (Zankel Hall)
Address: 881 7th Avenue
NY NY 10019
Phone: (212) 247-7800 Website: carnegiehall.org
Brief Description/Educational Purpose of the Trip: Curricular and Extra curricular
Students will be singing as part of the National Youth Chorus at Carnegie Hall under the direction of director Anton Armstrong. Not only will students meet other students from across the Nation, but they will have the opportunity to travel and see things that they will not have likely experienced before. Travel always enriches lives in many ways.

Field Trip Type:

- Type "A" (single or partial day trip in pre-approved category)
- Type "B" * (single or partial day trip that requires District pre-approval)
- Type "C" * (all overnight or out of state trips require additional approvals as defined in the signature section below please see attached information

* Must submit to District Office for required pre-approval. See Page 5 of the School District Field TripHandbook for timelines. Note that water-related field trips and Educational Tour Groups are Type "B." Please provide as much information as possible in this regard to expedite approval.

Group Going: Chorus (Singing Seminoles) # of Students: 15-22
# of Chaperones: 4-6

Type of Transportation:

_____ School Bus (bus requisition 20 days prior to trip)
_____ Special Needs Bus Is Required
_____ District Vans/Cars
_____ Walking
If Walking, define route: _____
Are there sidewalks and pedestrian crossings? _____
X Charter Bus from Purchasing Department Approved List (Contact Purchasing) & Airplane
_____ Rental Vehicle
_____ Educational Tour Group Name: _____ Contact Info: _____
_____ Other _____

The following information must be included for non-District transportation providers:
Name of Transportation Provider: TBD
Address of Transportation Provider: TBD
Phone # Transportation Provider: _____
Year, Type, & Make of Vehicles: _____

Proof of personal automobile liability insurance copy of driver's license and proof of successful completion of defensive driving course through Staff Development must be attached for all drivers.

Funding/Costs about $2,600 per person * Estimated cost. Please see breakdown in attached proposal. Internal Account# 23000
Transportation Cost TBD Admission Fee N/A
Other Cost TBD Cost per student $2,600 estimated
Total cost of the trip ≈ 2,600 per person estimated

Everything is included in price:
- Δ Air fare
- Δ Hotel
- Δ food / meals
- Δ airport transfers
- Δ excursions

How Trip is Funded:

____	Discretionary	____	District
2) x	Internal Accounts	3) x	Other-Sponsors & Grants
1) x	Students Pay		

I have read the Field Trip Handbook and fully understand and accept my responsibilities as Field Trip Coordinator.

Michelle Vorm Wells — May 22, 2024
Signature of Field Trip Coordinator — *Date*

VCe 5.22.2024
Principal Signature/Date

Michelle Vorm Wells
Signature of Sponsor/Date(Initial Approval of Request)

Signature Depart./Team Chair/Date

Final Principal Signature/Date Dir.(H.S.)/Date(Acknowledgement that Field Trip Checklist form has been returned two days prior to Field Trip.)

Signature Activities

✳ **Type "B" and "C" Signature Approvals Below**

Sharon Scarbrough
Executive Director of School Management (Required for Type "B" and "C" Field Trips)

William Kelley (Jul 29, 2024 13:06 EDT)
Director of Risk Management (Required for Type "B" and "C" Field Trips)

Deputy Superintendent of Instructional Services (Required for Type "C" Field Trips)

Superintendent (Required for Out-of-State Field Trips. International Field Trips require Board approval)

After receiving all necessary approvals for the Field Trip, complete the Field Trip Procedures Checklist (Appendix B) and return all documentation to the Principal at least two days prior to the trip.

MIS 41-01012, Expires 11/2027
School Management

WorldStrides
Educational Travel & Experiences

May 20, 2024

Michelle Norman-Webb
Southeast High School
1200 37th Avenue East
Bradenton, FL 34208

Dear Ms. Norman-Webb,

Congratulations! It is my privilege to inform you that the Southeast Singers has been selected among many qualified applicants to participate in the Festival at Carnegie Hall: National Youth Choir with Anton Armstrong in 2025.

Your choir has been chosen to perform in the world-renowned music venue, Carnegie Hall, in collaboration with the finest school-aged singers in the United States and beyond! This event is sure to be thrilling, educational and memorable for all participants, and we are happy you have chosen to experience it with us.

If you or your administrators should have any questions or concerns about this event, please contact your Performing Tour Specialist.

In the fall we will send you a Festival Welcome Packet which includes detailed festival information, housing forms, and all music related information. A rehearsal recording link will be sent at a later date for your students to download the files.

We look forward to this exciting season with you! If you have any questions or concerns, please do not hesitate to contact us.

Warmest Congratulations,

Marion Gomez

Marion Gomez
General Manager

Festival at Carnegie Hall™

1359 Broadway, Suite 1504, New York, NY 10018

AGENDA ITEM NO. 13.1

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of a Revised Job Description and Position of Specialist, Graphic Design and Marketing (General Fund)

Executive Summary
The School District's Communications, Family and Community Engagement Department is responsible for meeting the communications needs for all students, parents, employees, and community members affiliated or who have interest in the 50 traditional public schools in Manatee County. The department communicates important messages to these constituencies through its website, social media platforms, mass notification emails, phone calls and text messaging, as well as videos and live-streaming broadcasts through Manatee Schools Television (MSTV).

Manatee Technical College is responsible for meeting the communications needs for all students, parents, employees, and community members affiliated or interested in the career, technical or adult education programs offered through MTC.

Employing a graphic designer is critical to both the district and MTC, and the need to help all schools market themselves has never been greater. In the past this was a shared position between the School District and Manatee Technical College. This revised job description allows for both the district and MTC to employ a graphic design and marketing specialist with each site holding its own position.

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

Ready To Grow | Goal 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

Recommendation
The Superintendent recommends approval of the revised position and job description of Specialist, Graphic Design and Marketing. (General Fund).

Financial Impact
The hiring salary range for this position is from $48,0928 to $52,076, plus benefits and is included in the budget for 2024-2025 school year.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
77220 Specialist District Marketing and Design SCA092 - Redlined
77220 Specialist District Marketing and Design SCA092 - Clean

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: SPECIALIST, GRAPHIC DESIGN AND MARKETING ~~DISTRICT MARKETING AND DESIGN~~
State Title: Public Relations Information Specialist
JOB DESCRIPTION

JOB GOAL:
To design and develop ~~and design~~ marketing ~~campaigns and~~ materials to promote the objectives, accomplishments and aims of the School District of Manatee County and Manatee Technical College~~;~~ (MTC); to position the S~~s~~chool D~~d~~istrict and ~~Manatee Technical College~~/or MTC as leaders in supporting student achievement and to effectively establish branding efforts through consistency of presentation.

QUALIFICATIONS:
1. Bachelor's degree in communications, public relations, or related field from an accredited educational institution.
2. A minimum of ~~four (4~~two (2) years of experience in digital or graphic design, plus proven experience with social media and website management.
3. Comparable amount of equivalent and successful training and experience may be substituted for the ~~minimum~~above qualifications.

KNOWLEDGE, SKILLS, AND ABILITIES:
Excellent verbal and written communication skills combined with a solid understanding of and experience in using a wide variety of social media platforms. Proficient with design and editing programs (such as InDesign and Photoshop), Microsoft programs (Word, Excel, and Power Point), and website maintenance programs. Ability to update and manage website content, to troubleshoot and solve website issues, and edit code (such as .html and/or .php). Working knowledge of website development, print, publication, layout, and design. Skilled in photography. Creative and conceptual vision and ability to execute high quality graphic/digital design for digital and print media. Excellent interpersonal, verbal, and written communication skills. Ability to interpret rules, regulations, and policies. Ability to use mature judgment to make decisions in accordance with established policy. Ability to handle multiple tasks in stressful situations with ease, courtesy, and efficiency. Ability to regularly sit at a computer station, as well as move about easily to take photographs/video. Ability to establish and maintain an effective working relationship with other employees, school personnel, public, media and business community. Some weekend and evening work is expected.

REPORTS TO:
Director of Communications, Family and Community Engagement and/or to the Director of ~~Manatee Technical College~~MTC or designee

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:
1. Design, create, and manage the production and implementation of District-wide and/or MTC print and electronic communications such as promotional and informational materials and communications for print, web, television, and social media platforms.
2. ~~1.~~ Assist in the development and delivery of marketing and social media plans, campaigns, strategies and the development and maintenance of brand identity with the District and MTC Communications ~~Teams~~Team.
3. ~~Provides~~Assist Superintendent, Executive Director of Administration, Director of Communications and/or Director of MTC in developing and designing PowerPoint presentations to explain and promote district strategies and goals.
4. ~~2.~~ Provide advice and consultation to ~~MTC and other~~ District departments and/or MTC on strategy, content, and implementation for communications.
5. ~~3.~~ Serve as liaison with District IT staff and ~~school or~~ District schools, vendor tech support, and MTC as needed to maintain website and develop new avenues for serving our students, staff, and community efficiently and professionally.

1.6. Provide/coordinate content (text, photos, video, links, etc.) for social media platforms, website, marketing materials and/or other communications outlets as appropriate, and manage the content, flow, and accessibility of information on Ddistrict and/or MTC websites and social media interfaces.
2. Monitor and maintain the MTC's website, including editing and/or facilitating editing code (such as .html and .php), managing the content management system and roles/permissions, maintaining domain name registrations and site hosting.
3.7. Maintain annual (electronic) historical records of marketing, public relations, and school activities for the District and/or MTC.
4.8. Develop and coordinate design plans for all District and/or MTC publications, outreach, recruitment, public relations, and marketing materials, such as logos, catalog, program guides, brochures, flyers, etc.
5.9. Collaborate with Communications Team and/or MTC department staff to determine design requirements for the creation of the catalog, program guides, brochures, posters, flyers, invitations, announcements, visual aids, signage, maps, and other graphic and text representations.
6.10. Photograph (and/or video) students, staff and events for media and social media use.
4.11. Manage efforts in building online reviews and reputation. Monitor online reviews and respond to each review.
7.12. Keep informed of and share information on current search advances in the fields of social media, digital media and design, website design and communications technology to keep the District and/or MTC on the cutting edge.
8. Research and review avenues for digital media advertising, evaluating best strategies and value, to make recommendations for purchase for MTC.
9.13. Represent the District and/or MTC in a positive and professional manner.
10.14. Coordinate printing;, proof and press check various graphic materials for the District and/or MTC.
11.15. Keep information, design, and functionality user friendly and compliant with accrediting agency regulations.
12.16. Perform other tasks consistent with the goals and objectives of this position.
13.17. Assist in coordinating events, as needed.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 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:
04/26/2016
Revised:
06/12/2018
05/14/2019
TBD

SALARY SCHEDULE: SAMP
PAY GRADE: D06
SHORT TITLE: SCA092
STATE JOB CODE: 77220

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: SPECIALIST, GRAPHIC DESIGN AND MARKETING
State Title: Public Relations Information Specialist
JOB DESCRIPTION

JOB GOAL:
To design and develop marketing materials to promote the objectives, accomplishments and aims of the School District of Manatee County and Manatee Technical College (MTC); to position the School District and/or MTC as leaders in supporting student achievement and to effectively establish branding efforts through consistency of presentation.

QUALIFICATIONS:
1. Bachelor's degree in communications, public relations, or related field from an accredited educational institution.
2. A minimum of two (2) years of experience in digital or graphic design, plus proven experience with social media and website management.
3. Comparable amount of equivalent and successful training and experience may be substituted for the above qualifications.

KNOWLEDGE, SKILLS, AND ABILITIES:
Excellent verbal and written communication skills combined with a solid understanding of and experience in using a wide variety of social media platforms. Proficient with design and editing programs (such as InDesign and Photoshop), Microsoft programs (Word, Excel, and Power Point), and website maintenance programs. Ability to update and manage website content, to troubleshoot and solve website issues, and edit code (such as .html and/or .php). Working knowledge of website development, print, publication, layout, and design. Skilled in photography. Creative and conceptual vision and ability to execute high quality graphic/digital design for digital and print media. Excellent interpersonal, verbal, and written communication skills. Ability to interpret rules, regulations, and policies. Ability to use mature judgment to make decisions in accordance with established policy. Ability to handle multiple tasks in stressful situations with ease, courtesy, and efficiency. Ability to regularly sit at a computer station, as well as move about easily to take photographs/video. Ability to establish and maintain an effective working relationship with other employees, school personnel, public, media and business community. Some weekend and evening work is expected.

REPORTS TO:
Director of Communications, Family and Community Engagement and/or to the Director of MTC or designee

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:
1. Design, create, and manage the production and implementation of District-wide and/or MTC print and electronic communications such as promotional and informational materials and communications for print, web, television, and social media platforms.
2. Assist in the development and delivery of marketing and social media plans, campaigns, strategies and the development and maintenance of brand identity with the District and MTC Communications Team.
3. Assist Superintendent, Executive Director of Administration, Director of Communications and/or Director of MTC in developing and designing PowerPoint presentations to explain and promote district strategies and goals.
4. Provide advice and consultation to District departments and/or MTC on strategy, content, and implementation for communications.
5. Serve as liaison with District IT staff and District schools, vendor tech support, and MTC as needed to maintain website and develop new avenues for serving our students, staff, and community efficiently and professionally.
6. Provide/coordinate content (text, photos, video, links, etc.) for social media platforms, website, marketing materials and/or other communications outlets as appropriate, and manage the content, flow, and accessibility of information on District and/or MTC websites and social media interfaces.

7. Maintain annual (electronic) historical records of marketing, public relations, and school activities for the District and/or MTC.
8. Develop and coordinate design plans for all District and/or MTC publications, outreach, recruitment, public relations, and marketing materials, such as logos, catalog, program guides, brochures, flyers, etc.
9. Collaborate with Communications Team and/or MTC department staff to determine design requirements for the creation of the catalog, program guides, brochures, posters, flyers, invitations, announcements, visual aids, signage, maps, and other graphic and text representations.
10. Photograph (and/or video) students, staff and events for media and social media use.
11. Manage efforts in building online reviews and reputation. Monitor online reviews and respond to each review.
12. Keep informed of and share information on current search advances in the fields of social media, digital media and design, website design and communications technology to keep the District and/or MTC on the cutting edge.
13. Represent the District and/or MTC in a positive and professional manner.
14. Coordinate printing, proof and press check various graphic materials for the District and/or MTC.
15. Keep information, design, and functionality user friendly and compliant with accrediting agency regulations.
16. Perform other tasks consistent with the goals and objectives of this position.
17. Assist in coordinating events, as needed.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 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:
04/26/2016
Revised:
06/12/2018
05/14/2019
TBD

SALARY SCHEDULE: SAMP
PAY GRADE: D06
SHORT TITLE: SCA092
STATE JOB CODE: 77220

AGENDA ITEM NO. 13.2

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of Advertising a Notice of Intent to Amend School Board Policies, Including New Board Policies, and Setting a Public Hearing at the Board Meeting On October 8, 2024.

Executive Summary
The purpose of the requested amendment is to update the following School Board policies to conform to current legislation and statutes.

Bylaw 0131
Policy 1210
Policy 1410
Policy 3410
Policy 2271
Policy 2340
Policy 2370.01
Policy 2371
Policy 2260
Policy 2440
Policy 2460
Policy 3120.03
Policy 3120.08
Policy 4120.03
Policy 4120.08
Policy 3130
Policy 5120
Policy 5120.01
Policy 5120.02
Policy 5120.03
Policy 5330.01
Policy 6110
Policy 6210
Policy 6320
Policy 7100
Policy 8310
Policy 8406
Policy 8407
Policy 8415
Policy 8420
Policy 9211
Policy 9800

Approving the advertising and setting Public Hearing assures compliance with the provisions of Section 120.54 (3)(a)1, Florida Statutes (2021).

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

Ready To Grow | Goal 7

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

Recommendation
Approval of advertising a Notice of Intent to Amend School Board Policies, including new Board Policies, and setting a Public Hearing at the Board Meeting on October 8, 2024.

Financial Impact
The cost to implement this agenda item will not exceed $200.00 for advertising in the newspaper. The funding source for this expenditure is the General Operating Fund and is included in the Board's approved budget for the 2024-2025 school year.

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
October 8 Part One
October 8 Part Two
October 8 Part Three
October 8 Part Four

Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on October 8, 2024

Part One

Policy 0131 – Legislative/Policymaking
The revisions to Policy 0131 incorporate F.S. 120.54(f) which provides school boards flexibility to adopt a policy authorized by law and necessary for the proper implementation of a statute prior to the effective date of the statute. This language is added so that school boards are aware that policies may be adopted in advance of the effective date of a statute (although the policies may not be effective until the statute upon which they are based are effective).

Policy 1210 – Standards of Ethical Conduct
The revisions to Policy 1210 incorporate amendments to F.A.C. Rule 6A-10.081 (Principles of Professional Conduct for the Education Profession) related to prohibited conduct for principals who are also certificate holders. The prohibitions address certain actions related to material used in a classroom, made available in a school or classroom library, or included on a reading list.

Policy 1410 – Administrative Salary
Policy 3410 – Compensation
The revisions to Policy 1410 and 3410 are the result of amendments to F.S. 1012.22 (SB 7002). The amendments permit school boards to use advanced degrees in setting a salary schedule for instructional staff and administrators if the degree is held in an individual's area of certification. Before the statutory amendment, compensation for an advanced degree was permitted only in the form of a supplement.

Policy 2271 – Articulation and Access to Florida College System Institutions
The revisions to Policy 2271 are the result of HBs 1285 and 1473. The policy now specifies that articulation agreements may address dual enrollment course offerings both in person and online. Additionally, the policy now requires that when a student is dual enrolled, the Superintendent must inform the postsecondary institution of the arrest of the dual enrolled student within one (1) business day of the Superintendent receiving notice of the arrest from law enforcement.

Policy 2340 – Field and Other District-Sponsored Trips
SDMC revision to policy for better clarification.

Policy 2370.01 – Virtual Instruction
The revisions to Policy 2370.01 incorporate amendments to F.S. 1002.45 (Virtual Instruction Programs) as a result of HB 1285 and SB 7004. The revisions include the following: (1) deletion of the list of various virtual options that must be made available; (2) addition of language regarding virtual student participation in statewide assessments and progress monitoring; (3) deletion of open enrollment notice requirements; and, (4) deletion of a reference to online course requirements for graduation.

Policy 2371 – Hope Scholarships
The revisions to Policy 2371 incorporate amendments to F.S. 1002.40 (The Hope Scholarship Program) based on HB 1403. The policy revisions address program eligibility and School District obligations.

Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity

The revisions are due to the repeal of F.S. 1002.311 (Single-gender programs authorized). Of note, while F.S. 1002.311 was repealed, F.S. 1000.05 still permits students to be separated by sex for a single-gender program, for any portion of a class that deals with human reproduction, or during participation in bodily contact sports. The technical revisions delete legal references to F.S. 1002.311 and the No Child Left Behind Act.

Policy 2440 – Summer Programs

The revisions to Policy 2440 are the result of SB 7004 and include the addition of new provisions related to the operation of VPK programs and coordinated screening and progress monitoring requirements. A legal reference to F.S. 1003.428 has also been removed due to the repeal of the statute.

Policy 2460 – Exceptional Student Education

The revisions to Policy 2460 are part of Neola's ongoing work with clients. In light of frequent changes to state-wide testing programs and exemptions for ESE students, the revisions to Policy 2460 remove outdated exemption language. Legal references to F.S. 1003.4282 and F.A.C. Rule 6A-1.09963 have also been added to the policy.

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of LEGISLATIVE/POLICYMAKING
Code	po0131 8/4/24 fsj
Status	
Adopted	November 9, 2016
Last Revised	May 24, 2022

0131 - **LEGISLATIVE/POLICYMAKING**

The School Board is the policymaking body for the School District. After considering recommendations submitted by the Superintendent, the Board shall adopt bylaws and policies for the organization and operation of the Board and efficient operation and general improvement of the School District. The Board, by majority vote, may direct the superintendent to develop policies for recommendation on topics of interest to the Board.

The term "rule" for purpose of this policy is defined in F.S. 120.52; it does not include "curricula by an educational unit". As used in this bylaw, the term "rule" and "policy" shall have the same definition. The development or prescription of curriculum by the Board is removed from the procedural requirements for policymaking.

F.S. 1001.41

The Board may determine policy matters governed by permissive law, but not on matters governed by mandatory law. No policy can be in conflict with the operative law of the State or with State Board of Education rules. Any provision of a collective bargaining agreement which is ratified by the Board and affects collective bargaining members shall prevail over any Board policy conflicting with the agreement during the term of the agreement.

Board adoption of policies or revisions to policies shall be pursuant to Florida statutes.

F.S. 120.536(1), 120.54

Policy Development

The Superintendent shall publish notice of the development of a proposed policy before providing notice of a proposed policy as required below. The notice of policy development shall indicate the subject area to be addressed by policy development; provide a short, plain explanation of the purpose and effect of the policy development; cite specific legal authority for the proposed policy; and state how a person may obtain or access, without cost, a copy of any preliminary draft, if available.

The Board may hold workshops for the purpose of policy development after publication of the notice of policy development.

F.S. 120.54(2)

Adopting Policies

The Superintendent shall present any proposal relating to a policy amendment, the repeal of any policy, or the adoption of a new policy in writing to the Board including a written explanation of the proposal in accordance with Florida law.

A. Notice of Proposed Policy: After the Board has determined that it will give due consideration to the proposal for adoption, amendment, or repeal of a policy, the Superintendent shall give immediate and proper written notice to the public pursuant to the provisions of Florida law. The notice shall include a brief and concise explanation of the proposed policy's purpose and effect, the estimate of economic impact to all individuals affected by the proposed new policy or revision of an existing policy, the legal authority for the Board's action, the location where the text of the proposed revision to current policy or new policy may be obtained or accessed, and the procedure for requesting

a public hearing on the proposed policy.

B. Hearings: Any person who is affected by a proposed policy, policy revision, or the repeal of a policy, may within twenty-one (21) days following notice of the proposal to adopt or repeal such policy, file a written request with the Board for a hearing on the proposed action.

The Board may also, on its own initiative, schedule a public hearing for any proposed policy adoption, revision, or repeal.

C. Rulemaking Record: Any material pertinent to the issues under consideration submitted to the Board within twenty-one (21) days after the date of publication of the notice under paragraph B above or submitted to the Board between the date of publication of the notice and the end of the final public hearing shall be considered by the Board and made a part of the record of the rulemaking proceeding.

D. Board Action: The Board's final vote to adopt, amend, or repeal a policy will occur no sooner than twenty-eight (28) days following publication of the published notice in paragraph A above.

E. The Superintendent shall file immediately in his/her office a copy of any new policy, policy revision, or repealed policy adopted by the Board; policy handbooks and the Board's website shall be updated accordingly.

F. All policies shall become effective upon adoption by the Board, unless another time certain date is specified therein. The Board may adopt a policy authorized by law and necessary for the proper implementation of a statute prior to the effective date of the statute, but the policy may not be effective until the statute upon which it is based is effective.

F.S. 120.54

Notices

All notices pertaining to policymaking shall be published:

A. in a newspaper of general circulation in the District;

Internet publication for School District notices under F.S. 50.0211(1)(b) may be made on the website of any newspaper in the county to which the legal notice pertains.

B. by mail to persons who have requested advance notice and to organizations representing persons affected by the policy; and

C. by posting on the District's website and in appropriate places.

Incorporation by Reference

A policy may incorporate material by reference, but only as the material exists on the date the policy is adopted. For purposes of the policy, changes in material are not effective unless the policy is amended to incorporate the changes. Material incorporated by reference in a policy may not incorporate additional material by reference unless the policy specifically identifies the additional material. The reference in the policy to the material being incorporated must include a date or other designation, so that the reader will know exactly what version of the material has been adopted and made part of the rule.

F.S. 120.54(1)(i)(1)

A District policy that incorporates by specific reference another policy of the District automatically incorporates subsequent amendments to the referenced policy, unless a contrary intent is clearly indicated in the referencing policy. Any notice of amendments to a policy that has been incorporated by specific reference in other policies of the District must explain the effect of the amendments on the referencing policies.

F.S. 120.54(1)(i)(2)

Material may not be incorporated into Board policies by reference unless:

A. the material can be made available for free public access through electronic hyperlink from the Board's website listing the policy and making the reference; or,

B. the District has determined that posting of the material on the internet for purposes of public examination and inspection would constitute a violation of Federal copyright law, in which case a statement to that effect, along with the addresses and locations of the District office at which the material is available for public inspection, is included in the notice required.

F.S. 120.54(1)(i)(3)(17)

Challenge to Existing Policy

Any person substantially affected by an existing Board policy may petition the Division of Administrative Hearings, Florida Department of Administration, to conduct a hearing on the validity of a policy pursuant to Florida statutes. Any hearing examiner's decision which is adverse to the Board or to the person substantially affected may be judicially reviewed.

F.S. 120.56(1)

Challenge to Proposed Policy

Any person who is substantially affected by a proposed policy, policy revision, or the repeal of a policy may, within twenty-one (21) days following notice of intent to adopt or repeal such policy, file a written request with the Board seeking an administrative determination as to the validity of the proposed action.

F.S. 120.56(2)

Emergency Policies

The Board may determine that the public health, safety, or welfare is endangered and that immediate action is required to protect the public interest. When this occurs, the Board, at any meeting in which a quorum is present, may adopt emergency policies, without complying with the waiting period as provided above. The Superintendent shall properly record the effective date for any such emergency policy. Any emergency policy shall not be valid in excess of ninety (90) days from the adoption or effective date.

Public Input and Access to Policies

Any Board employee, citizen, or agency may submit a policy proposal to the Superintendent's office.

A copy of the compiled policies shall be available for inspection in the Superintendent's office.

The Board policies shall also be accessible on the District's website.

Revised 5/24/22

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Legal

F.S. 120

F.S. 120.536(1)

F.S. 120.54

F.S. 120.54(1)(i)(1)

F.S. 120.54(1)(i)(2)

F.S. 120.54(1)(i)(3)(17)

F.S. 120.54(2)

F.S. 120.56(1)

F.S. 120.56(2)

F.S. 1001.41

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of STANDARDS OF ETHICAL CONDUCT
Code	po1210 8/4/24 sj
Status	
Adopted	June 27, 2017
Last Revised	May 9, 2023

1210 - **STANDARDS OF ETHICAL CONDUCT**

For purposes of this policy, the term administrator means all certificated and noncertificated administrators.

Administrators shall be guided by and adhere to the following ethical principles:

A. The administrator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

B. The administrator's primary professional concern will always be for the student and for the development of the student's potential. The administrator will, therefore, strive for professional growth and will seek to exercise the best professional judgment and integrity.

C. The administrator strives to achieve and sustain the highest degree of ethical conduct because s/he is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community.

District administrators shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual administrator's certificate, or the other penalties as provided by law, as well as disciplinary action, including but not limited to termination of employment.

A. An administrator's obligation to the District requires that the District administrator shall:

1. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety;

2. not unreasonably restrain a student from independent action in pursuit of learning;

3. not unreasonably deny a student access to diverse points of view;

4. not intentionally suppress or distort subject matter relevant to a student's academic program;

5. not intentionally provide classroom instruction to students in kindergarten through grade 3 on sexual orientation or gender identity;

6. not intentionally expose a student to unnecessary embarrassment or disparagement;

7. not intentionally violate or deny a student's legal rights;

8. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination; discrimination on the basis of race, color, national origin, or sex includes subjecting any students to training or instruction that espouses, promotes, advances, inculcates, or compels such student to

believes any of the concept listed in F.S. 1000.05(4)(a);

9. not exploit a relationship with a student for personal gain or advantage;

10. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;

11. take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated;

12. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression;

13. not use institutional privileges for personal gain or advantage; (see also Policy 1129, Conflict of Interest)

14. accept no gratuity, gift, or favor that might influence professional judgment; (see also Policy 1129, Conflict of Interest)

    (NOTE: Pursuant to F.S. 112.313, no administrator shall solicit or accept anything of value including a gift (see F.S. 112.312), loan, reward, promise of future employment, favor, or service based upon an understanding that the vote, official action, or judgment of the administrator would be influenced thereby.)

15. offer no gratuity, gift, or favor to obtain special advantages; (see also Policy 1129, Conflict of Interest)

16. maintain honesty in all professional dealings;

17. not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization;

18. not interfere with a colleague's exercise of political or civil rights and responsibilities;

19. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination;

20. not make malicious or intentionally false statements about a colleague;

21. not use coercive means or promise special treatment to influence professional judgments of colleagues;

22. not misrepresent one's own professional qualifications;

23. not submit fraudulent information on any document in connection with professional activities;

24. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position;

25. not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment;

26. provide upon the request of a certificated individual a written statement of the specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment;

27. not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these *Principles of Professional Conduct for the Education Profession in Florida* and other applicable Florida statutes and State Board of Education rules;

28. self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) any investigations involving the Department of Children and Families and any arrests/charges a criminal offense other than a minor traffic violation;

Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory.

In addition, administrators shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and F.S. 943.059(4)(c).

29. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);

30. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);

31. comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice;

32. as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

B. No administrative staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature that is in substantial conflict with the proper discharge of his/her duties in the public interest. (see also Policy 1129, Conflict of Interest)

C. All District administrative staff members shall adhere to the principles enumerated above.

All administrators shall be required to complete training on the standards established herein upon employment and annually thereafter.

Certificate Holder Serving as Principal

Pursuant to the *Principles of Professional Conduct for the Education Profession*, a principal who is a certificate holder shall not prevent, direct school personnel to prevent, or allow school personnel to prevent students from accessing any material used in a classroom, made available in a school or classroom library, or included on a reading list unless the certificate holder or his/her designee has reviewed the material and determines it violates the prohibitions in State law, or the material is unavailable to students based upon Board policies adopted to implement the relevant provisions of State l

F.S. 1006.28

Revised 2/13/18
Revised 12/11/18
Revised 9/28/21
Revised 5/9/23

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Legal	F.S. 112.312
	F.S. 112.313
	F.S. 1001.42(6)
	F.S. 1001.421
	F.S. 1006.28
	F.S. 1006.32
	F.S. 1012.23
	F.A.C. 6A-10.081

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of ADMINISTRATIVE SALARY
Code	po1410 8/4/24 fsj
Status	
Adopted	June 27, 2017
Last Revised	February 13, 2018

1410 - **ADMINISTRATIVE SALARY**

The base salary of all administrators shall be determined by the School Board and shall be authorized by the following salary schedules adopted by the Board on the recommendation of the Superintendent:

A. the annual salary schedule for District-based administrators;

B. the grandfathered salary schedule for school administrators who were hired before July 1, 2014; and

C. the performance salary schedule for school administrators who are hired after July 1, 2014, and those administrators who have opted into this performance salary schedule.

If budget constraints in any given year limit the Board's ability to fully fund all adopted salary schedules, the performance salary schedule shall not be reduced on the basis of total cost or the value of individual awards in a manner that is proportionally greater than reductions to any other salary schedules adopted by the District

Annual Salary Schedule for District-Based Administrators

The annual salary schedule for District-based administrators shall be used as the basis for paying administrators classified as District-based instructional administrators and district-based non-instructional administrators. For purposes of this salary schedule District-based instructional administrators include assistant, associate, or deputy superintendents and directors of major instructional areas, such as curriculum, Federal programs such as Title I, specialized instructional program areas such as exceptional student education, career education, and similar areas, and non-instructional administrators include assistant, associate, or deputy superintendents and directors of major non-instructional areas, such as personnel, construction, facilities, transportation, data processing, and finance.

The annual salary schedule shall provide a salary adjustment for advanced degrees earned if the degree is held in the administrator's area of certification..

Grandfathered Salary Schedule for School Administrators

The grandfathered salary schedule shall be used as the basis for paying school administrators hired before July 1, 2014. For purposes of this salary schedule, "school administrators" include school principals; school directors who are staff members performing the assigned activities as the administrative head of a school; career center directors; and assistant principals.

The grandfathered salary schedule for school administrators shall base a portion of the school administrator's salary on demonstrated performance as evaluated in accordance with State law and Policy 1220, Evaluation of Administrative Personnel.

The grandfathered salary schedule for school administrators shall provide differentiated pay that is based upon the following District-determined factors:

A. additional responsibilities;

Upon the recommendation of the Superintendent, the Board shall approve a list of additional responsibilities for

which school administrators shall receive differentiated pay.

The Deputy Superintendent of Instruction shall submit to the Superintendent a list of school administrators who are assigned one (1) or more of the additional responsibilities approved by the Board for the current school year.

By the first Board meeting in October, the Superintendent will authorize payment of the salary adjustment specified in the Board adopted salary schedule to the school administrators who are assigned additional responsibilities.

At a subsequent regular meeting of the Board, the list of school administrators who will receive this salary adjustment shall be provided to the Board members.

B. school demographics;

Upon the recommendation of the Superintendent, the Board shall approve a list of school demographics for which school administrators shall receive differentiated pay.

The Deputy Superintendent of Instruction shall submit to the Superintendent a list of school administrators who are assigned to schools that have the demographics that were approved by the Board for the current school year.

By the first Board meeting in October, the Superintendent will authorize payment of the amount specified in the Board adopted salary schedule as a salary adjustment for assignment to a school that has the demographics listed above.

At a subsequent regular meeting of the Board, the list of school administrators who will receive this salary adjustment shall be provided to the Board members.

C. critical shortage areas;

The Deputy Superintendent of Instruction shall submit to the Superintendent a list of school administrators assigned to positions that have been identified as critical shortage areas by the State Board of Education or District.

By the first Board meeting in October, the Superintendent will authorize payment of the amount specified in the Board-adopted salary schedule as a salary adjustment for the compensation of the school administrators assigned in critical shortage areas.

At a subsequent regular meeting of the Board, the list of school administrators who will receive this adjustment shall be provided to the Board members.

D. level of job performance difficulties;

Upon the recommendation of the Superintendent, the Board shall approve a list of job performance difficulties for which school administrators shall receive differentiated pay.

The Deputy Superintendent of Instruction shall submit to the Superintendent a list of staff members whose assignment is characterized by the job performance difficulties that were approved by the Board for the current school year.

By the first Board meeting in October, the Superintendent will authorize payment of the amount specified in the adopted salary schedule as a salary adjustment to the school administrators eligible as a result of these job performance difficulties inherent in their assignment.

At a subsequent regular meeting of the Board, the list of school administrators who will receive this adjustment shall be provided to the Board members.

As provided by law, these annual salary adjustments become part of the school-based administrator's base salary for the next school year.

Salary Supplements

In addition to the annual salary adjustments described above, the Board shall also award the following salary supplements as annual additions to the salaries:

A. for administrators who were hired before July 1, 2011 for any advanced degree held;

B. for administrators who were hired after July 1, 2011 if they hold an advanced degree in their area of certification.

Performance Salary Schedule for School Administrators

Beginning July 1, 2014, school administrators new to the district, returning to the district after a break in service without an authorized leave of absence, or appointed for the first time to a school-based administrative position in the District shall be placed on the performance salary schedule. After receiving a recommendation from the Superintendent, the Board shall establish the base salary for these school-based administrators.

The base salary for administrators who choose to move from the grandfathered salary schedule to the performance salary schedule will be the salary they received in the prior year, including adjustments only.

A. **Salary Adjustments**

The annual salary adjustment under the performance salary schedule for a school-based administrator rated as highly effective must be greater than the highest annual salary adjustment available to a school-based administrator of the same classification through any other salary schedule adopted by the District.

The annual salary adjustment under the performance salary schedule for a school-based administrator rated as effective must be equal to at least fifty percent (50%), and no more than seventy-five percent (75%), of the annual adjustment provided for a highly effective school-based administrator of the same classification.

The performance salary schedule shall not provide an annual salary adjustment for a school-based administrator who receives a rating other than highly effective or effective for the year.

B. **Salary Supplements**

In addition to the annual salary adjustments described above, the Board shall also award salary supplements that are annual additions to the school-based administrator's salary. Salary supplements shall be paid for the following activities:

1. assignment to a Title I eligible school;

   The Deputy Superintendent of Instruction will submit to the Superintendent a list of school-based administrators who are assigned to a Title I school.

   The Superintendent will authorize payment of the supplement specified in the performance salary schedule for school-based administrators for assignment to a Title I school.

   At a subsequent regular meeting of the Board, the list of administrators who will receive this supplement shall be provided to the Board members.

2. assignment to a school that received an "F" or three (3) consecutive grades of "D" pursuant to the school grading system established by State law;

   The Deputy Superintendent of Instruction will submit to the Superintendent a list of administrators who were assigned to a school that improved by at least one grade level for the previous school year.

   The Superintendent will authorize payment of the supplement specified in the performance salary schedule for school-based administrators for one (1) year following improved performance in the school regardless of whether or not the administrator is assigned to the school that improved for the current school year.

   At a subsequent regular meeting of the Board, the list of administrators who will receive this supplement shall be provided to the Board members.

3. certification and teaching in the critical teacher shortage areas identified by the State Board of Education and/or District pursuant to State law;

   The Deputy Superintendent of Instruction shall submit to the Superintendent a list of school-based administrators assigned to positions that have been identified as critical shortage areas by the State Board of Education or District.

   By October 1st, the Superintendent will authorize payment of the supplement specified in the performance salary schedule for school-based administrators for the school-based administrators assigned in critical

shortage areas.

At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided to the Board members.

4. advanced degree in the area of certification.

The Deputy Superintendent of Instruction shall submit to the Superintendent a list of staff members who have earned advanced degrees in their area of certification.

By October 1st, the Superintendent will authorize payment of the supplement specified in the performance salary schedule for school-based administrators for the school-based administrators who have earned advanced degrees in their area of certification.

At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided to the Board.

Credit for Previous Experience

The salary established for District administrators and the base salary established for school administrators under the performance salary schedule will include a credit for previous experience in a position with similar responsibilities, as follows:

A. The minimum time that will be recognized as a year of service is full-time actual service rendered for more than one-half (1/2) of the number of days or more than one-half (1/2) of the number of hours for the normal contractual period of service for the position held. In determining such service, sick leave and paid holidays shall be counted, but all other types of leave and holidays will be excluded.

B. Credit for service in another state or as otherwise allowed under the adopted salary schedule shall be determined by using the minimum service required in this District for a comparable position.

C. Transfer of previous experience in a position with similar responsibilities:

1. will include all previous experience with this District;

2. may not exceed twelve (12) years of experience from other employers;

3. must have been earned in a position that contributed to a State retirement system or at a school that was, at the time the experience was earned, fully accredited by one (1) of the six (6) regional accrediting bodies listed below:

a. Southern Association of Colleges and Schools

b. Western Association of Schools and Colleges

c. Northwest Association of Accredited Schools

d. North Central Association of Colleges and Schools

e. New England Association of Schools and Colleges

f. Middle States Association of Colleges and Schools

D. An employee who claims credit for previous experience must complete and submit the Experience Verification Form (Form 1410 F1) within the first fourteen (14) days of employment, in order to receive credit for years of service.

Bonuses or Severance Pay

Any salary adjustments or supplements that would constitute bonuses must be based upon work performance. The determination of such bonus must include a process that describes performance standards and an evaluation process consistent with Policy 1220, Evaluation of Administrative Personnel. All employees eligible for such a bonus will be notified before the beginning of the evaluation period on which the bonus is to be based.

If the Board provides a bonus and/or severance pay to administrative staff that is not included in the employment contract, the bonus and/or severance pay shall strictly comply with the provisions of F.S. 215.425 that pertain to such bonuses and/or severance pay.

Revised 2/13/18

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F.S. 215.425

F.S. 1001.42

F.S. 1001.43

F.S. 1011.60

F.S. 1012.01

F.S. 1012.22

F.S. 1012.32

F.S. 1012.33

F.S. 1012.34

F.A.C. 6A-1.052, Salary Schedules to be Adopted for All Personnel

F.A.C. 6A-1.064, Forms for Contracts for Instructional and Professional Administrative Personnel, and Other Personnel

3410 - **COMPENSATION**

Salaries of all instructional staff members shall be determined by the School Board and shall be authorized by the following salary schedules adopted by the Board upon the recommendation of the Superintendent:

A. grandfathered salary schedule for instructional staff who have continuing contracts or professional service contracts and were hired before July 1, 2014; or

B. the performance salary schedule for instructional staff who were hired after July 1, 2014, or who held annual contracts as of July 1, 2014.

The annual salary schedule shall provide a salary adjustment for advanced degrees earned, if the degree is held in the individual's area of certification.

The base salary set forth in these salary schedules, as well as the amounts provided for adjustments and supplements shall be subject to collective bargaining.

If budget constraints in any given year limit the Board's ability to fully fund all adopted salary schedules, the performance salary schedule shall not be reduced on the basis of total cost or the value of individual awards in a manner that is proportionally greater than reductions to any other salary schedules adopted by the District.

Grandfathered Salary Schedule for Instructional Staff

The grandfathered salary schedule for instructional staff shall be used as the basis for paying instructional personnel hired before July 1, 2014, who have a continuing contract or a professional service contract. Each year instructional staff members who were hired before July 1, 2014 and who have a continuing contract or a professional service contract will have the opportunity to move from this salary schedule to the performance salary schedule for instructional staff.

A portion of each employee's compensation paid pursuant to the grandfathered salary schedule for instructional staff shall be based on demonstrated performance as evaluated in accordance with State law and Policy 3220, Evaluation of Instructional Personnel.

Pursuant to statutory requirements and subject to negotiation, the grandfathered salary schedule for instructional staff shall provide for differentiated pay for based upon the following District-determined factors:

A. additional responsibilities;

The list of additional responsibilities for which instructional staff members shall receive differentiated pay is set forth in the collective bargaining agreement.

The Principal shall submit to the Superintendent a list of staff members who are assigned one (1) or more of the additional responsibilities on the list that is set forth in the collective bargaining agreement.

By the first Board meeting in October, the Superintendent will authorize payment of the salary adjustment specified in the Board adopted annual salary schedule for instructional staff to the instructional staff members who are assigned these additional responsibilities.

At a subsequent regular meeting of the Board, the list of instructional staff members who will receive this salary adjustment shall be provided to the Board members.

B. school demographics;

By September 1st, the Principal shall submit to the Superintendent a list of instructional staff members who are assigned to schools that have the demographics that were approved by the Board for the current school year.

By the first Board meeting in October, the Superintendent will authorize payment of the amount specified in the Board adopted salary schedule for instructional staff as a salary adjustment for assignment to a school that has the demographics listed above.

At a subsequent regular meeting of the Board, the list of instructional staff members who will receive this salary adjustment shall be provided to the Board members.

C. critical shortage areas;

By the first Board meeting in October, upon the recommendation of the Superintendent, the Board shall approve any instructional staff positions that the District has identified as critical shortage areas.

The Principal shall submit to the Superintendent a list of staff members assigned to positions that have been identified as critical shortage areas by the State Board of Education or the District.

Following the first Board meeting in October, the Superintendent will authorize payment of the amount specified in the annual salary schedule for instructional staff as an adjustment to the compensation of the staff members assigned in critical shortage areas.

At a subsequent regular meeting of the Board, the list of instructional staff members who will receive this adjustment shall be provided to the Board members.

D. level of job performance difficulties;

The list of job performance difficulties for which instructional staff members shall receive differentiated pay are set forth in the collective bargaining agreement.

The Principal shall submit to the Superintendent a list of instructional staff members whose assignment is characterized by the job performance difficulties.

By October 1st, the Superintendent shall authorize payment of the amount specified in the grandfathered salary schedule for instructional staff as a salary adjustment to the instructional staff members eligible as a result of these job performance difficulties inherent in their assignment.

At a subsequent regular meeting of the Board, the list of instructional staff members who will receive this adjustment shall be provided to the Board members.

The amount paid for each of these District-determined factors shall be subject to collective bargaining.

Further, as provided by law, these annual salary adjustments become part of the instructional staff member's base salary for the next school year.

Salary Supplements

In addition to the annual salary adjustments described above, the Board shall also award salary supplements that are annual additions to the instructional staff member's salary. Salary supplements shall be paid to all instructional staff members who were hired before July 1, 2011 for any advanced degree held, and to all instructional staff members hired after July 1, 2011 but before July 1, 2014 for advanced degrees earned in their area of responsibility.

A. By September 15th, the Principal shall submit to the Superintendent a list of instructional staff members who are eligible for the additional compensation provided by the annual salary schedule for all instructional staff members who were hired before July 1, 2011 for any advanced degree held, and to all instructional staff members hired after July 1, 2011 but before July 1, 2014 for advanced degrees earned in their area of responsibility.

B. By October 1st, the Superintendent will authorize payment of the amount specified in the grandfathered salary schedule for instructional staff as a salary adjustment to the instructional staff members eligible for advanced degrees held.

C. At a subsequent regular meeting, the list of instructional staff members who will receive this supplement shall be provided to the Board.

As provided by law, these annual salary supplements shall not become part of the instructional staff member's permanent base salary.

Performance Salary Schedule for Instructional Staff

Beginning July 1, 2014, the performance salary schedule shall be the basis for paying instructional staff members new to the District, returning to the District after a break in service without an authorized leave of absence, or appointed for their first time to an instructional staff position in the District.

The performance salary schedule shall also be the basis for paying instructional staff members on annual contract as of July 1, 2014.

Additionally, the performance salary schedule shall be the basis for paying instructional staff members with a continuing contract or a professional service contract who opt out of the grandfathered annual salary schedule and into the performance salary schedule.

The base salary for instructional staff members who opt into the performance salary schedule or who are required by State law to move to the performance salary schedule must be the salary paid in the prior year, including adjustments only.

The annual salary adjustment under the performance salary schedule for an instructional staff member rated as "highly effective" must be greater than the highest annual salary adjustment available to an instructional staff member of the same classification through any other salary schedule adopted by the Board.

The performance salary schedule must not provide an annual salary adjustment for an instructional staff member who receives a rating other than highly effective or effective for the year.

Salary Supplements

The performance salary schedule for instructional staff shall provide for the following salary supplements:

A. assignment to a Title I eligible school;

The Principal will submit to the Superintendent a list of staff members who are assigned to a Title I school.

The Superintendent will authorize payment of the supplement specified for assignment to a Title I school.

At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided to the Board.

B. assignment to a school that received an "F" or three (3) consecutive grades of "D" pursuant to the school grading system established by State law;

The Principal will submit to the Superintendent a list of staff members who were assigned to a school that improved by at least one grade level for the previous school year.

By October 1st, the Superintendent will authorize payment of the supplement specified in the collective bargaining contract for one (1) year following improved performance in the school regardless of whether or not the teacher assignment is at the school that improved.

At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided to the Board.

C. certification and teaching in the critical teacher shortage areas identified by the State Board of Education and/or District pursuant to State law;

Upon the recommendation of the Superintendent, the Board shall approve any instructional staff positions that the District has identified as critical shortage areas.

The Principal shall submit to the Superintendent a list of staff members assigned to positions that have been identified as critical shortage areas by the State Board of Education or District.

By October 1st, the Superintendent will authorize payment of the supplement specified in the collective bargaining contract for the staff members assigned in critical shortage areas.

At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided.

D. assignment of additional academic responsibilities;

The list of additional academic responsibilities for which instructional staff members shall receive salary supplements are set forth in the collective bargaining agreement.

Each Principal shall submit to the Superintendent a list of staff members assigned additional academic responsibilities.

By October 1st, the Superintendent will authorize payment of the supplement specified in the collective bargaining contract for the staff members assigned additional academic responsibilities. At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided to the Board.

E. advanced degree in the area of certification.

By September 15th, the Principal shall submit to the Superintendent a list of instructional staff members who have earned advanced degrees in their area of certification.

By October 1st, the Superintendent will authorize payment of the supplement specified in the collective bargaining contract for the staff members who have earned advanced degrees in their area of certification.

At a subsequent regular meeting, the list of staff members who will receive this supplement shall be provided to the Board.

The amount paid for each of these salary supplements shall be subject to collective bargaining.

Bonuses and/or Severance Pay

If the Board provides bonuses and/or severance pay to instructional staff that are not included in an individual employment contract and/or pursuant to a collective bargaining contract, those bonuses and/or severance pay are subject to negotiations, but must strictly comply with the provisions of F.S. 215.425 that pertain to such bonuses and/or severance pay.

Instructional staff members should refer to the current collective bargaining agreement for more information regarding compensation.

Revised 2/13/18

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F.S. 215.425

F.S. 1001.42

F.S. 1001.43

F.S. 1011.60

F.S. 1012.01

F.S. 1012.22

F.S. 1012.32

F.S. 1012.33

F.S. 1012.335

F.S. 1012.34

F.S. 1012.56

F.A.C. 6A-1.052, Salary Schedules to be Adopted for All Personnel

F.A.C. 6A-1.064, Forms for Contracts for Instructional and Professional Administrative Personnel, and Other Personnel

Last Modified by Frankie St James on August 5, 2024

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of ARTICULATION AND ACCESS TO FLORIDA COLLEGE SYSTEM INSTITUTIONS
Code	po2271 8/4/24 fsj
Status	
Adopted	June 27, 2017
Last Revised	April 23, 2024

2271 - **ARTICULATION AND ACCESS TO FLORIDA COLLEGE SYSTEM INSTITUTIONS**

Postsecondary Enrollment Programs

The School Board recognizes the value to students and to the District for students to participate in programs offered by accredited colleges and universities. The Superintendent will annually develop/revise articulation agreements jointly with postsecondary institutions to provide a comprehensive articulated acceleration program including, but not limited to, dual enrollment courses both in-person and online, and early admission programs~~.~~

Students in grades 6 through 12 who meet eligibility criteria established under Florida law and by the State Board of Education may enroll in approved postsecondary programs while in attendance in the District. Secondary students participating in Career and Career Certificate Dual Enrollment will have the opportunity to earn industry certification. All Career Dual Enrollment courses under the Career Dual Enrollment Articulation Agreement will be weighted equally as Advanced Placement (AP) courses and will count towards high school graduation. (F.S. 1007.271(21)(c)) The District will pay for the cost of instructional materials for public high school students who are earning credit toward graduation under the dual enrollment program.

For students who are dual enrolled in a postsecondary institution, the Superintendent shall notify the institution within one (1) business day of receiving notification from law enforcement when a student is arrested.

No minor student may participate without the written consent of their parent(s) and /or legal guardian(s).

Annually, all secondary school students and their parents shall be informed of the options available to students for all dual enrollment programs (as an educational option and mechanism for acceleration) and eligibility requirements.

Postsecondary institutions are responsible for assigning a letter grade for each student's work in their enrolled course. The District is responsible for posting dual enrollment course grades as assigned by the postsecondary institution to high school transcripts. The Superintendent shall also establish procedures for the proper entry on a student's transcript and other records of his/her participation in a postsecondary program.

The District may deny high school credit for any portion of postsecondary courses which are taken during the period of a student's expulsion. Any District student who is expelled is not eligible for enrollment or continuation in postsecondary courses during the period of expulsion except as determined by mutual agreement between the District and the college or university. A student may lose the opportunity to participate in a dual enrollment course if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered.

Early College Program

The Board, in conjunction with Florida College System institutions, shall establish one (1) or more early college-structured high school accelerated programs. When creating an early college program, the Board shall execute a contract with a local Florida College System institution that contains all the requirements set forth in F.S. 1007.273. The program shall be established a mutually agreeable location. Each contract must be executed by January 1st of each school year for implementation during the next school year.

The Board may execute a contract to establish an early college program with a State university or an institution that is eligible to participate in the William L. Boyd, IV, Florida Resident Access Grant Program, that is a nonprofit independent college or university located and chartered in this State, and that is accredited an accrediting agency approved by the State Board of Education to grant baccalaureate degrees. Such university or institution must meet the requirements specified under F.S. 1007.273.

Students participating in an early college program must enter into a student performance contract which must be signed by the student, the parent, and a representative of the District and the applicable Florida College System institution, State university, or other institution participating pursuant to State law. The performance contract shall include the schedule of courses, by semester, and industry certifications to be taken by the student, student attendance requirements, and course grade requirements.

Potential Benefits, Risks, and Consequences of Participation in Postsecondary Programs

The potential benefits of participating in postsecondary programs include the following:

A. expanded curriculum offerings;

B. opportunities to study in more depth those areas of special interest or need;

C. opportunities to earn college credits while still in high school;

D. opportunities for financial support for taking college courses while still in high school; and

E. opportunities to experience college-level work and life prior to making final decisions about whether and/or where to attend college.

The potential risks of participation in postsecondary programs include the following:

A. increased student responsibility for learning because of less instructional guidance;

B. reduced opportunities to participate in high school co-curricular and extra-curricular activities;

C. increased financial obligations for tuition, books, materials, and fees, if college credit only is sought;

D. potential loss of after-school employment opportunities;

E. possible effect on grade point average and class standing;

F. possible delay of graduation;

G. increased time for travel, study, etc.; and

H. exposure to mature subject matter and materials, including those of a graphic, explicit, violent, or sexual nature that will not be modified because of the student's participation.

Career Pathways Agreements Between Career Centers and Florida College System Institutions

Any career center operated by the Board with a service area that overlaps with another career center operated by a Florida college system institution will enter into a career pathways agreement. The career pathways agreement will:

A. outline certificate program completion requirements and any licenses or industry certifications that must be earned before enrolling in an associate degree program;

B. specify that articulated college credit will be awarded in accordance with the agreement upon initial enrollment in the associate degree program;

C. guarantee college credit toward an aligned associate degree program for students who graduate from a career center with a career or technical certificate and meet specified requirements in accordance with the terms of the agreement;

D. specify that regional agreements may not award less credit than the amount guaranteed through existing statewide articulation agreements.

On or before May 1st of each year, the Board will submit its career pathways agreements to the FLDOE.

F.S. 985.04

Revised 10/23/18
Revised 12/14/21
Revised 5/9/23
Revised 11/14/23
Technical Correction 4/23/24

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Legal	F.S. 985.04
	F.S. 1007.233
	F.S. 1007.27
	F.S. 1007.271
	F.S. 1007.273
	F.S. 1008.44
	F.A.C. 6A-10.024, Articulation Between and Among Universities, Florida Colleges and School Districts

2340 - FIELD AND OTHER DISTRICT-SPONSORED TRIPS

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The School Board recognizes that field trips, when used for teaching and learning integral to the curriculum, are an educationally sound and important ingredient in the instructional program of the schools. Properly planned and executed field trips should:

A. supplement and enrich classroom procedures by providing learning experiences in an environment outside the schools;

B. help students relate school experiences to the reality of the world outside of school;

C. bring the resources of the community - natural, artistic, industrial, commercial, governmental, educational - within the student's learning experience;

D. afford students the opportunity to study real things and real processes in their actual environment.

For purposes of this policy, a field trip shall be defined as any planned journey by one or more students away from District premises, which is an integral part of a course of study and is under the direct supervision and control of an instructional staff member or any advisor as designated by the Superintendent.

Other District-sponsored trips shall be defined as any planned, student-travel activity which is approved as part of the District's total educational program and is under the direct supervision and control of an instructional staff member or any advisor as designated by the Superintendent.

School personnel shall not accept any form of compensation from vendors that might influence their recommendation on the eventual selection of a location for, or a vendor that will provide transportation to, a field or other District-sponsored trip. Furthermore, school personnel shall not accept any compensation from a vendor after a decision has been made regarding the location for, or a vendor that will provide transportation to, a field or other District-sponsored trip. In addition, school personnel who recommended the location for, or a vendor that will provide transportation to, a field or other District-sponsored trip shall not enter into a contractual arrangement whereby an individual staff member receives compensation in any form from the vendor that operates the venue for, or provides the transportation to, a field or other District-sponsored trip for services rendered.

Such compensation includes, but is not limited to, cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that a school staff member receives such compensation, albeit unsolicited, from a vendor, the staff member shall notify the Fiscal Officer, in writing, that s/he received such compensation and shall thereafter promptly transmit said compensation to the Fiscal Officer at his/her earliest opportunity.

The Board shall approve those field trips and other District-sponsored trips which take students ~~more than 250 miles from this District and/or are planned to keep students out of the District overnight or longer or~~ **out of the State** or out of the country~~.~~

The Superintendent or designee shall approve all other such trips.

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Students will not be charged for the cost of transportation to and from educational field trips on school days. Students may be assessed the cost for transportation to and from educational field trips on non-school days.

The Board or school site shall assume all other costs of field trips, including, but not limited to, admission fees; no regularly-enrolled student shall be charged a fee for participation in field trips. Students may be charged such fees, however, for other District-sponsored trips which are not part of a course of study.

Students may be charged fees, including, but not limited to, admission fees, for District-sponsored trips.

Students on all District-sponsored trips remain under the supervision of this Board and are subject to the District's administrative procedures.

The Board does not endorse, support, or assume liability in any way for any staff member, volunteer, or parent of the District who takes students on trips not approved by the Board or Superintendent. No staff member may solicit students of this District for such trips within the facilities or on the school grounds of the District without permission from the Superintendent. Permission to solicit neither grants nor implies approval of the trip. Such approval must be obtained in accordance with the District's administrative procedures for extended trips.

The Superintendent shall prepare administrative procedures for the operation of both field and other District-sponsored trips, including athletic trips, which shall address:

A. the safety and well-being of students;

B. parental permission is sought and obtained before any student leaves the District on a trip;

C. each trip is properly planned, and if a field trip, is integrated with the curriculum, evaluated, and followed up by appropriate activities which enhance its usefulness;

D. the effectiveness of field trip activities is judged in terms of demonstrated learning outcomes;

E. each trip is properly monitored;

F. student behavior while on all field trips complies with the Student Code of Conduct and on all other trips complies with an approved code of conduct for the trip;

G. a copy of each student's Emergency Medical Authorization Form is in the possession of the staff member in charge;

H. provisions have been made for the administration of medication to those students for whom medications are administered routinely while at school;

I. provisions have been made at the trip destination and in transportation, if and when required to accommodate students and/or chaperones with disabilities.

An instructional staff member shall not change a planned itinerary while the trip is in progress, except where the health, safety, or welfare of the students in his/her charge is imperiled or where changes or substitutions beyond his/her control have frustrated the purpose of the trip.

In any instance in which the itinerary of a trip is altered, the instructional staff member in charge shall notify the administrative superior immediately.

~~School vehicles are not to be used if the entire distance traveled round trip from the point of exit and entry of the State is more than 240 miles.~~

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F.S. 1001.43

Last Modified by Juli Schlarb on March 3, 2023

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of VIRTUAL INSTRUCTION
Code	po2370.01 8/4/24 fsj A Manatee copyright policy. lang added Neola's
Status	
Adopted	June 27, 2017

2370.01 - **VIRTUAL INSTRUCTION**

Virtual instructional is available to students residing within the District for part-time or full-time participation in virtual instruction, Kindergarten through Grade 12:. Such courses shall be identified in the course code directory.

Student Participation Requirements

Students participating in a virtual instruction program must take Statewide standardized assessments pursuant to F.S. 1008.22 and participate in the coordinated screening and progress monitoring system under F.S. 1008.25.

The approved virtual instruction program provider or virtual charter school shall provide a list of students to be administered Statewide assessments and progress monitoring to the District, including the students' names, Florida Education Identifiers, grade levels, assessments and progress monitoring to be administered and contact information. Unless an alternative testing site is mutually agreed to by the virtual program provider or virtual charter school and the Board, all assessments and progress monitoring must be taken at the school to which the student would be assigned according to the Board's attendance policy. The District must provide the student with access to the school's or Board's testing facilities and provide the student with the date and time of the administration of each assessment and progress monitoring.

The School Board has the authority to adopt rules for implementing the student progression requirements for students in grades kindergarten through twelve. The Student Progression Plan for Manatee County defines the criteria for graduation, participation in graduation, promotion, intensive remediation, course offerings, evaluating student performance, and reporting to students and parents. The Student Progression Plan for Manatee County has been developed based on Florida statutes, current, and local needs. For more information, see Florida Department of Education website – www.fldoe.org.

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F.S. 1000.04(4)
F.S. 1001.42(23)
F.S. 1002.20(6)
F.S. 1002.321
F.S. 1002.37
F.S. 1002.45
F.S. 1002.455
F.S. 1003.02(l)(i)
F.S. 1003.428(2)(c)
F.S. 1003.498
F.S. 1007.27(1)

2371 - **HOPE SCHOLARSHIPS**

Students subjected to an incident of violence or bullying at school have the opportunity to seek a transfer to another District school with capacity or request a scholarship to attend an eligible private school.

Eligibility

~~Contingent upon availability, and on a first-come, first-served basis, a~~A student in grade K-12 is eligible ~~for a Hope Scholarship~~for certain educational options if the student was subjected to, and subsequently reported to the Principal, any of the following incidents (as set forth in F.S. 1002.40(3)) at school, on a school bus, at a school bus stop, at a school-related/sponsored program or activity, or at any other school location:

A. battery;

B. harassment (see Policy 5517.01 - Bullying and Harassment);

C. hazing (see Policy 5516 - Student Hazing);

D. bullying (see Policy 5517.01 - Bullying and Harassment);

E. kidnapping;

F. physical attack;

G. robbery;

H. sexual offenses (including harassment, assault, or battery);

I. threat or intimidation; or

J. fighting.

Investigation and Parental Notification of Hope Scholarship Program

Upon receipt of a report from a student of any of the incidents set forth herein, the Principal shall provide a copy of the report to the parent of the student and investigate the incident within fifteen (15) days to determine if the incident must be reported to the Florida Department of Education's (FLDOE) Automated Student Information System.

Within twenty-four (24) hours after receipt of the report, the Principal shall provide a copy of the report to the parent of the alleged offender and to the superintendent.

Upon conclusion of the investigation or within fifteen (15) days after the incident was reported, whichever occurs first, the District shall notify the parent of ~~the existence of the Hope~~

~~Scholarship Program using the Hope Scholarship Notification Form (Form IEPC-HS1) developed by the FLDOE and offer the parent an opportunity~~opportunities to enroll the student in another public school that has capacity~~ or to request and receive, contingent upon available funds, and on a first-come, first-served basis~~, and notify the parent of the student's eligibility to apply for a scholarship to attend an eligible private school under F.S. 1002.394 and 1002.395~~, subject to available funding~~.

In the event an investigation is not concluded within fifteen (15) days, the District shall notify the parent of the existence of the Hope Scholarship Program using the Hope Scholarship Notification Form (Form IEPC-HS1) developed by the FLDOE.

~~**Parent Notification of Withdrawal to Eligible Private School**~~

~~Parents who elect to attend an eligible private school through the Hope Scholarship Program must inform the District at the time of withdrawal.~~

~~**Statewide Assessments**~~

~~The District will notify any student who resides in the District and receives a Hope Scholarship, and his/her parent, about the locations and times to take all Statewide assessments. Parents shall be responsible for transporting the student to the assessment site.~~

~~**Term of Hope Scholarship**~~

~~A Hope Scholarship shall remain in force until the student graduates from high school.~~

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F.S. 1002.40

F.A.C. 6A-6.0951

Cross References

po5516 - STUDENT HAZING

po5517.01 - BULLYING AND HARASSMENT

po5517.02 - SEXUAL VIOLENCE

Last Modified by Frankie St James on August 4, 2024

2260 - NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY

I. General Statement

Any form of discrimination or harassment can be devastating to an individual's academic progress, social relationship, and/or personal sense of self-worth. As such, the School Board will not discriminate nor tolerate harassment in its educational programs or activities on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, which are classes protected by State and/or Federal law (collectively "protected classes").

The Board does not, as a condition of employment, membership, certification, licensing, credentialing, or passing an examination, subject individuals to training, instruction or any other required activity that is prohibited under F.S. 760.10 and F.S. 1000.05. Prohibited discrimination also occurs when any student or employee is subjected to training or instruction that is unlawful under F.S. 1000.05.

The Board also does not discriminate on the basis of protected classes in its employment policies and practices as they relate to students.

Equal educational opportunities shall be available to all students, without regard to the protected classes, age (unless age is a factor necessary to the normal operation or the achievement of any legitimate objective of the program/activity), place of residence within the boundaries of the District, or social or economic background, to learn through the curriculum offered in this District. Educational programs shall be designed to meet the varying needs of all students.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

In order to achieve the aforesaid goal, the Superintendent shall:

A. Curriculum Content

review current and proposed courses of study and textbooks to detect any bias based upon the protected classes, as well as sexual orientation or transgender identity, ascertaining whether or not supplemental materials, singly or taken as a whole, fairly depict the contribution of both genders, various races, ethnic groups, etc., toward the development of human society;

B. Staff Training

develop an ongoing program of in-service training for school personnel designed to identify and solve problems of bias based upon the protected classes, in all aspects of the program;

C. Student Access

1. review current and proposed programs, activities, facilities, and practices to verify that all students have equal access thereto and are not segregated on the basis of the protected classes, in any duty, work, play, classroom, or school practice, except as may be permitted under State and Federal laws and regulations;

2. verify that facilities are made available for non-curricular student activities that are initiated by parents or other members of the community, including but not limited to any group that is officially affiliated with the Boy Scouts of America or any other youth group listed in Title 36 of the United States Code as a patriotic society pursuant to Board Policy 7510 - Use of District Facilities;

~~In accordance with Florida statute, the Board may establish and maintain a single-gender nonvocational class, extra-curricular activity, or school for elementary, middle, or high school students.~~

D. District Support

verify that like aspects of the District's program receive like support as to staff size and compensation, purchase and maintenance of facilities and equipment, access to such facilities and equipment, and related matters;

E. Student Assessment

verify that tests, procedures, or guidance and counseling materials, which are designed to evaluate student progress, rate aptitudes, analyze personality, or in any manner establish or tend to establish a category by which a student may be judged, are not differentiated or stereotyped on the basis of the protected classes, as well as sexual orientation or transgender identity.

II. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers,

contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

III. District Compliance Officer(s)

A. Compliance Officers

For current contact information of the School District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators, please visit www.manateeschools.net/titleix or call (941) 708-8770.

B. Publication

The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

C. Duties and Responsibilities

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination or denial of equal access. The CO(s) shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination Act of 1975, the Florida Civil Rights Act of 1992, the Florida Educational Equity Act, and/or their implementing regulations is provided to students, their parents, staff members, and the general public. A copy of each of the acts and regulations on which this notice is based may be found in the CO's office.

D. Students with Disabilities, Limited English Proficiency, or Other Needing Additional Services

The Superintendent shall annually attempt to identify children with disabilities, ages 3-22, who reside in the District but do not receive public education. In addition, s/he shall establish procedures to identify students who are Limited English Proficient (LEP), including immigrant children and youth, to assess their ability to participate in District programs, and develop and administer a program that meets the English language and academic needs of these students. This program shall include procedures for student placement, services, evaluation, and exit procedures and shall be designed to provide students with effective instruction that leads to academic achievement and timely acquisition of proficiency in English. As a part of this

program, the District will evaluate the progress of students in achieving English language proficiency in the areas of listening, speaking, reading, and writing, on an annual basis (see AP 2260F). The Superintendent is responsible for verifying that a concentration of students who are Limited English Proficient (LEP) in one or more programs is not the result of discrimination.

E. The Board is committed to educating (or providing for the education of) each qualified person with a disability with persons who are not disabled to the maximum extent appropriate. Generally, the District will place a person with a disability in the regular educational environment unless it is demonstrated that the education of the person in the regular environment, even with the use of supplementary aids and services cannot be achieved satisfactorily. If the Board operates a separate class or facility that is identifiable as being for persons with disabilities, the facility, program, and activities and services must be comparable to the facilities, programs, and activities and services offered to students without a disability.

IV. Reports and Complaints of Unlawful Discrimination and Retaliation

Students and Board employees are required, and all other members of the School District community and Third Parties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct. Any teacher, administrator, supervisor, or other District employee or official who receives such a complaint shall file it with the CO at his/her first convenience and/or within two (2) business days.

Members of the School District community, which includes students or third parties, who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 – Bullying and Harassment, the Principal believes that the reported misconduct may constitute unlawful discrimination based on a protected class, the Principal shall report the act to one of the COs who shall investigate the allegation in accordance with this policy. While the CO investigates the allegation, the Principal shall suspend the Policy 5517.01 investigation to await the CO's written report. The CO shall keep the Principal informed of the status of the Policy 2260 investigation and provide the Principal with a copy of the resulting written report.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept reports of unlawful discrimination/retaliation directly from any member of the School District community Third Party, or receive reports that are initially filed with another Board employee. Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged

discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to the Complainant and the Respondent. In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Board employee who directly observes unlawful discrimination/retaliation of a student is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact Complainant, if age eighteen (18) or older, or the Complainant's parents/guardians if the Complainant is under the age of eighteen (18), within two (2) school days to advise s/he/them of the Board's intent to investigate the alleged wrongdoing.

V. Investigation and Complaint Procedure

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266, any student who alleges to have been subjected to unlawful discrimination or retaliation may seek resolution of the complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims of discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals are encouraged to file a complaint within thirty (30) days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights ("OCR"). The Atlanta Office of the OCR can be reached at 61 Forsyth Street, SW. - Suite 19T10, Atlanta, GA 30303-8927 Phone: (404) 974-9406 FAX; (404) 974-9471
Web: http://www.ed.gov/ocr.

A. Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student alleges unlawful discrimination/retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

The informal process is only available in those circumstances where the

Complainant and the Respondent mutually agree to participate in it.

Students who believe that they have been unlawfully discriminated/retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee or any other adult member of the School District community and a student will be formally investigated.

B. As an initial course of action, if a Complainant feels comfortable and safe doing so, the individual should tell or otherwise inform the Respondent that the allegedly discriminatory/retaliatory conduct is inappropriate and must stop. The Complainant should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel the Complainant when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to directly approach the Respondent about the inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination (e.g., sex discrimination), the CO may advise against the use of the informal complaint process.

C. A Complainant who alleges unlawful discrimination/retaliation may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator in the school the student attends; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the COs.

All informal complaints must be reported to one of the COs who will either facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide the Complainant with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the student claiming unlawful discrimination/retaliation, informal resolution may involve, but not be limited to, one (1) or more of the following:

1. Advising the Complainant about how to communicate concerns to the Respondent.

2. Distributing a copy of Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity to the individuals in the school building or office where the Respondent works or attends.

3. If both parties agree, the CO may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

All materials generated as part of the informal complaint process will be retained by the COs in accordance with the Board's records retention policy and/or student records policy. (See Policy 8310)

D. Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one (1) of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the Complainant, from the outset, elects to file a formal complaint, or the Compliance Officer(s) determines the allegations are not appropriate for resolution through the informal process, the formal complaint process shall be implemented.

The Complainant may file a formal complaint, either orally or in writing, with a teacher, Principal, or other District official at the student's school, the CO, Superintendent, or another District official who works at another school or at the District level. Due to the sensitivity surrounding complaints of unlawful discrimination, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) days after the conduct occurs. If a Complainant informs a teacher, Principal, or other District official at the student's school, Superintendent, or other District employee, either orally or in writing, about any complaint of discrimination/retaliation, that employee must report such information to the CO within two (2) days.

Throughout the course of the process, the CO should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent a detailed description of the facts upon which the complaint is based (i.e., when where, and what occurred); a list of potential witnesses; and the resolution sought by the complainant.

If the complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. In

making such a determination, the CO should consult Complainant to assess whether the individual agrees with the proposed action. If the complainant is unwilling to consent to the proposed change, the CO may still take whatever actions s/he deems appropriate in consultation with the Superintendent.

Within two (2) days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the complainant has been subjected to unlawful discrimination/retaliation. A Principal will not conduct an investigation unless directed to do so by the CO.

Simultaneously, the CO will inform the Respondent that a formal complaint has been received. The respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO or designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

1. interviews with the complainant;

2. interviews with the respondent;

3. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

4. consideration of any documentation or other information presented by the complainant, respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Respondent has engaged in unlawful discrimination/retaliation of the Complainant. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if unlawful discrimination or retaliation occurred, a preponderance of evidence standard will be used. The CO may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO or designee, the Superintendent must either issue a written decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) days. At the conclusion of the additional investigation, the Superintendent shall issue a final written decision as described above.

If the Superintendent determines the Respondent engaged in unlawful discrimination/retaliation toward the Complainant, the Superintendent must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

The decision of the Superintendent shall be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the student alleging the unlawful discrimination/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the complainant, the respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that is learned or provided during the course of the investigation.

All records created as a part of an investigation of a complaint of discrimination/retaliation will be maintained by the CO in accordance with the Board's records retention policy. Any records that are considered student education records in accordance with the Family Educational Rights and Privacy Act or under Florida's student records law will be maintained in a manner consistent with the

provisions of the Federal and State law.

VII. Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful discrimination/retaliation by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

VIII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

IX. Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide

training for District students and staff where appropriate. All training, as well as all information, provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

X. **Retention of Investigatory Records and Materials**

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel;

D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;

E. written witness statements;

F. narratives of, notes from, or audio, video, or digital recordings of witness statements;

G. all documentary evidence;

H. e-mails, texts, or social media posts pertaining to the investigation;

I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

K. dated written determinations to the parties;

L. dated written descriptions of verbal notifications to the parties;

M. written documentation of any interim measures offered and/or provided to complainants, including no-contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt;

N. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

O. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to

both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;

P. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Codes of Conduct and/or Employee Handbooks);

Q. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination, harassment, or retaliation; and

R. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and Policy 8320 for not less than three (3) years, but longer if required by the District's records retention schedule.

Revised 10/23/18
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Revised 4/12/22
Revised 3/28/23

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Legal

F.S. 553.501 et seq., Florida Americans with Disabilities Accessibility Implementation Act

F.S. 760.021

F.S. 760.08

F.S. 1000.05, Florida Educational Equity Act

F.A.C. 6A-19.001

Fourteenth Amendment, U.S. Constitution

20 U.S.C. Section 1681, Title IX of Education Amendment Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

29 U.S.C. Section 794, Rehabilitation Act of 1973, as amended

42 U.S.C. Section 2000 et seq., Civil Rights Act of 1964

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

34 C.F.R. Part 110 (7/27/93)

29 C.F.R. Part 1635

Vocational Education Program Guidelines for Eliminating Discrimination and Denial of Services, Department of Education, Office of Civil Rights, March 1979

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Title	Copy of SUMMER PROGRAMS
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2440 - **SUMMER PROGRAMS**

The School Board shall provide summer programs for students including, but not necessarily limited to, the following:

A. ESE Students needing extended school year services ("ESY") as identified in their ~~Individual~~Individualized Education Plans ("IEP"). Summer ESY programs for each individual Exceptional Student Education ("ESE") student shall be provided in accordance with the student's IEP. Students in third grade who have not achieved the standards required for promotion shall also be eligible for summer programs.

B. Summer programs for third grade students retained under the provisions of F.S. 1008.25(5)(b) shall include a summer reading camp. Additionally, summer programs for third grade students shall provide required reading remediation and opportunity to demonstrate reading proficiency.

C. Credit recovery for students needing courses for graduation.

D. In accordance with State law, the Board shall administer the ~~voluntary prekindergarten education program~~Voluntary Prekindergarten Education Program at the District level for students enrolled under F.S. 1002.53(3)(b) in a public school summer prekindergarten program. The Board may satisfy this requirement by contracting with private prekindergarten providers. For students in this program, the coordinated screening and progress monitoring system must be administered by providers or the District two (2) times, with the first administration no later than the first ten (10) instructional days after a student's enrollment or the start of the summer program and the final administration occurring within the last ten (10) days of the summer program in accordance with State Board of Education rules.

Transportation

The Board shall be responsible for transporting ESE students in accordance with the terms of students' IEPs. The Board shall also transport third grade summer reading camp students.

The Superintendent or his/her designee shall be responsible for developing administrative procedures for the operation of summer programs which shall be consistent with Board policies and not conflict in any way with the administration of the regular school sessions of the District.

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Legal F.S. 1002.53
F.S. 1002.61
F.S. 1008.25

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2460 - **EXCEPTIONAL STUDENT EDUCATION**

The School Board, as an expression of its commitment to provide a free, appropriate, public education for students with disabilities in accordance with State and Federal laws, rules, and regulations, shall develop and implement Special Programs and Procedures for Exceptional Students and the Manatee County Plan for Exceptional Student Education. These documents shall include at least the components listed below, shall provide administrative procedures for Exceptional Student Education Programs, and shall be revised when required by the Florida Department of Education (FLDOE), readopted, and submitted to the FLDOE.

A. Child Identification

The District will make ongoing efforts to identify, locate, and evaluate students below twenty-two (22) years of age, who reside within the District and have a confirmed or suspected disability in accordance with all Federal regulations and State standards.

B. Procedural Safeguards

A child with a disability and his/her parent shall be provided with safeguards, as required by law, throughout the identification, evaluation, and placement process, and the provision of a free, appropriate, public education to the student.

C. Multifactored Evaluation

A student may not be given special instruction or services as an exceptional student until after s/he has been properly evaluated and found eligible as an exceptional student in the manner prescribed by rules of the State Board of Education.

The District will provide a multifactored evaluation for students with disabilities by ensuring that:

1. children are assessed in their native language or other mode of communication;
2. tests are used for their validated purposes;
3. children are evaluated in all areas related to their suspected disability;
4. testing is conducted by a multidisciplinary team;
5. testing materials and procedures are not racially or culturally biased;
6. tests are administered by trained personnel qualified in accordance with all Federal regulations and State standards;
7. tests are administered in conformance with the instructions provided by the producer;
8. medical evaluation, when required as part of the multifactored evaluation, shall be provided at no cost to the parent by a licensed physician designated by the Superintendent or his/her designee, when other no-cost

resources are not available.

The parent of an exceptional student evaluated and found eligible or ineligible shall be notified of each such evaluation and determination. Such notice shall contain a statement informing the parent that s/he is entitled to a due process hearing on the identification, evaluation, and eligibility determination or non-determination.

D. Individual Educational Plan

The District will develop an Individualized Education Program (IEP) for each child with a disability who needs special education and related services. The IEP shall be designed to meet the unique educational needs of the child and shall be developed in meetings with the child's designated IEP Team. At the initial meeting of a student's IEP team, the District will provide parents with information about the amount of funding the District receives for each of the five (5) exceptional student education support levels for a full-time student.

Parents of the child shall be strongly encouraged to participate in all planning conferences and IEP Team meetings. The school will provide written notice of an IEP meeting to the parent at least ten (10) days before the meeting, indicating the purpose, time and location of the meeting and who, by title or position, will attend the meeting. The IEP Team meeting requirement may be waived by informed consent of the parent after the parent receives the written notice.

The District will utilize FLDOE parental consent forms for the following actions in a student's IEP:

1. administer to the student an alternate assessment pursuant to F.S. 1008.22 and provide instruction in the State standards access points curriculum; and

2. place the student in an exceptional student education center.

The District will not implement a change as it relates to the actions described above in D.1. and D.2. without parental consent unless the District documents reasonable efforts to obtain the parent's consent and the child's parent has failed to respond, or the District obtains approval through a due process hearing.

The IEP will include the components listed in F.A.C. 6A-6.03028, *Provision of Free Appropriate Public Education (FAPE) and Development of Individual Educational Plans for Students with Disabilities*.

The child's IEP shall be reviewed and revised as often as necessary, but at least annually.

District personnel will collaborate with private instructional personnel who are hired or contracted by parents in compliance with F.S. 1003.572.

"Private instructional personnel" include only the following:

1. individuals certified under F.S. 393.17 or licensed under Chapter 490 or Chapter 491 for applied behavior analysis services as defined in F.S. 627.6686 and 641.31098;

2. registered behavior technicians who have a nationally recognized paraprofessional certification in behavior analysis and who practice under the supervision of individuals licensed under F.S. 393.17 or licensed under F.S. Chapter 490 or Chapter 491 by assisting such individuals in the provision of applied behavior analysis services;

   To provide services under this paragraph, a registered behavior technician must be employed by an enrolled provider as described in Paragraph 1 above.

3. speech-language pathologists licensed under F.S. 468.1185;

4. occupational therapists licensed under part III of 379 Chapter 468;

5. physical therapists licensed under Chapter 486;

6. psychologists licensed under Chapter 490; and

7. clinical social workers licensed under Chapter 491.

Private instructional personnel who are hired or contracted by parents to collaborate with public instructional personnel will be permitted to observe the student in the educational setting, collaborate with instructional personnel in the educational setting, and provide services in the educational setting only if the following requirements are met:

1. the student's public instructional personnel and principal consent to the time and place; and

2. the private instructional personnel satisfy the requirements of F.S. 1012.32 or 1012.321.

E. Least Restrictive Environment

The education of students with disabilities will occur in the least restrictive environment through appropriate special education programs and services designed to meet the unique needs of each disabled student. District personnel will use the regular school facilities and adapt them to the needs of exceptional students to the maximum extent appropriate. To the extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, shall be educated with children who are not disabled. Segregation of exceptional students will occur only when the nature or severity of the exceptionality is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

F. Confidentiality of Data

The confidentiality of personally-identifiable data relating to children with disabilities and their parents and families shall be protected at collection, storage, disclosure, and destruction; one official of this District shall be assigned the responsibility for protecting the confidentiality of personally identifiable data. The District follows all Federal regulations and State standards related to the confidentiality of data. (See Policy 8330 - *Student Records*)

G. Due Process

The District will use procedures to allow differences of opinion between parents and this District or between agencies and this District, to be aired and resolved. The procedures shall provide for case conferences and impartial hearings on the District's proposal or refusal to initiate or change the identification, evaluation, eligibility, or educational placement of the child, or the provision of FAPE to the child.

The impartial hearings shall be conducted by an administrative law judge (ALJ) from the Florida Division of Administrative Hearings (DOAH) and shall be final. However, any party who does not agree with the findings and decision in the due process hearing, including a hearing relating to disciplinary procedures, has the right to bring a civil action with respect to the matter that was the subject of the due process hearing. The action may be brought in a State court of competent jurisdiction or in a district court of the United States without regard to the amount in dispute. In the alternative, in hearings conducted on behalf of a student who is identified as gifted, any party aggrieved by the decision of the ALJ has the right to request a review of the order by the District Court of Appeal as provided in F.S. 120.68.

During the pendency of a due process hearing or appellate proceeding regarding a due process complaint, the student shall remain in his/her current educational assignment, unless the parent and the Board otherwise agree. School personnel may, however, remove a student to an interim alternative educational setting (determined by the student's IEP team) for up to forty-five (45) school days, if the student: 1) carries a weapon to school or has a weapon at school, on school premises, or at a school function under the jurisdiction of the Department of Education or a school district; 2) knowingly has or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of the Department of Education or a school district; or 3) has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the Department of Education or a school district.

H. Surrogate Parent

It shall be the policy of the District that whenever the parent or a person who acts in a parental role to a child with a disability or a child suspected of having a disability is determined to be legally unavailable, the child's rights shall be protected through the assignment of a surrogate parent. A surrogate parent means an individual appointed by the Superintendent and/or the court to act in place of a parent in educational decision making and in safeguarding a child's rights under the Individuals with Disabilities Education Act. The surrogate parent shall not be an employee of the Department of Education, the School District, a community-based care provider, the Department of Children and Family Services, or any other public or private agency involved in the education or care of the child. The surrogate parent shall meet all statutory requirements and attend the required training to be appointed. The Superintendent shall appoint a surrogate not more than thirty (30) days after the District determines a particular student is in need

of a surrogate.

I. Testing Programs

In accordance with F.S. 1008.22(3), all students enrolled in public schools are required to participate in the Statewide standardized assessment program. The Florida Standards Alternate Assessments (FSAA) is designed for students whose participation in the general Statewide assessments is not appropriate, even with accommodations, and it implements the requirements of F.S. 1008.22.

The decision for a student with a disability to participate in the Statewide alternate assessment is made by the IEP team and recorded on the IEP. The following criteria must be met:

1. The student has a significant cognitive disability.
2. Even with appropriate and allowable instructional accommodations, assistive technology, or accessible instructional materials the student requires modifications as defined in F.A.C. 6A-6.03411(1)(z) to the grade-level general State content standards pursuant to F.A.C. 6A-1.09401.
3. The parent must sign consent in accordance with F.A.C. 6A-6.0331(10).

Exceptional students with disabilities shall have access to testing sites.

Students with disabilities shall participate in local and State-wide testing programs to the maximum extent appropriate. Individual exemptions and/or waivers shall be determined only by the student's IEP Teamgranted only as permitted under Florida law and State Board of Education rules. Exceptional students with disabilities shall have access to testing sites.

~~A student for whom the IEP team determines that the Statewide standardized assessment cannot accurately measure the student's abilities, taking in to consideration all allowable accommodations, may have the Statewide mandated assessment requirement waived for the purpose of receiving a standard high school diploma. To be considered for a Statewide standardized assessment results waiver, the following criteria must be met:~~

1. ~~The student must be identified as a student with a disability as defined in F.S. 1007.02.~~
2. ~~The student must have an IEP.~~
3. ~~The student must have taken the Statewide standardized assessment with appropriate allowable accommodations at least once.~~
4. ~~In accordance with F.S. 1008.22(3)(c)2., the IEP team must make a determination of whether a Statewide standardized assessment accurately measures the student's abilities, taking into consideration all allowable accommodations for students with disabilities.~~

The IEP team may meet at any time to verify that the criteria have been met and/or document the team's determination and information analyzed in making the decision.

Further, pursuant to State law, the IEP team may determine that end-of-course assessment cannot accurately measure the abilities of the student and may, therefore, waive the use of the results of the end-of-course assessment for purposes of determining the student's course grade and middle school promotion or award of high school credits.

F.S. 1008.212 establishes two (2) determinations that guide the IEP team in determining whether a student with a disability needs an extraordinary exemption from Statewide standardized assessments.

A student with a disability who has a circumstance, defined according to F.S. 1008.212, may be eligible for an extraordinary exemption from participation in the Statewide assessment. Circumstance is defined as a situation in which accommodations allowable on a Statewide standardized assessment are not offered to a student during the current year's assessment administration because of technological limitations in the testing administration program that lead to results that reflect the student's impaired sensory, manual, or speaking skills rather than the student's achievement of the benchmarks assessed by a Statewide standardized assessment.

A student with a disability who has a condition may be eligible for an extraordinary exemption from participation in the Statewide standardized assessment. A condition is defined according to F.S. 1008.212 to mean an impairment, whether recently acquired or longstanding, that affects a student's ability to communicate in modes deemed

acceptable for Statewide standardized assessments, even if appropriate accommodations are provided. The impairment creates a situation in which the results of administration of a Statewide standardized assessment would reflect the student's impaired sensory, manual, or speaking skills rather than the student's achievement of the benchmarks assessed by the Statewide standardized assessment.

A learning, emotional, behavioral, or significant cognitive disability or the receipt of services through the homebound or hospitalized program in accordance with F.A.C. 6A-6.03020 is not, in and of itself, an adequate criterion for granting an extraordinary exemption.

A parent who disagrees with the Commissioner's denial of a requested extraordinary exemption may request an expedited hearing before DOAH pursuant to F.S. 1008.212.

J. Right to be Accompanied at Meetings Pertaining to Students with Disabilities

Parents of students with disabilities, or eligible students with disabilities, may be accompanied by another person of their choice at a meeting with District personnel. Such meetings include, but are not limited to, meetings related to the eligibility for exceptional student education or related services; the development of an individual family support plan (IFSP); the development of an individual education plan (IEP); the development of a 504 accommodation plan issued under Section 504 of the Rehabilitation Act of 1973; the transition of a student from early intervention services to other services; the development of postsecondary goals for a student with a disability and the transition services needed to reach those goals; and other issues that may affect the student's educational environment, discipline, or placement of a student with a disability.

District personnel will not object to the attendance of such adult or discourage or attempt to discourage through any action, statement, or other means, parents or an eligible student, from inviting another person of their choice to attend a meeting. Parents, eligible students, or other individuals invited to attend such meetings by parents of students with disabilities or eligible students with disabilities on school grounds shall sign-in at the front office of such school as a guest.

Parents of students with disabilities, or eligible students with disabilities, and District personnel shall sign PEER Form "Meeting Participants", v.1415.2 at the meeting's conclusion which states whether or not any District personnel have prohibited, discouraged or attempted discourage the parents, or eligible student, from inviting a person of their choice to the meeting pertaining to their child's, or their own, educational environment, placement, or discipline.

K. Early Literacy Skills for Retained Prekindergarten Students

A parent of a student with a disability who is enrolled in prekindergarten at the age of 4 and is fully funded through the Florida Education Finance Program may retain their child in consultation with the student's IEP team. A student with an IEP who has been retained pursuant to this paragraph and has demonstrated a substantial deficiency in early literacy skills shall receive instruction from the District in early literacy skills.

L. Transfer of Parental Rights at Age of Majority

Unless an exception applies under the rules of the State Board of Education, when a student with a disability reaches the age of eighteen (18), the right of prior written notice is retained as a shared right of the parent and the student. All other parent rights under the IDEA then transfer to the student. At least one (1) year before the student reaches the age of eighteen (18), the Board will provide written notice of the transfer of parent rights and information about the ways in which the parent may continue to participate in educational decisions, including informed consent, power of attorney, guardian advocacy and guardianship.

Placement by the Department of Children and Family Services

After the Department of Children and Family Services provides written notification to the District that an exceptional student has been placed in a private residential care facility, the receiving school district shall, within ten (10) business days, review the student's (IEP) and shall:

A. provide educational instruction to the student;

B. contract with another provider to provide the educational instruction;

C. contract with the private residential care facility in which the student resides to provide the educational instruction; or

D. decline to provide or contract for educational instruction, in which case the school district in which the legal residence of the student is located shall provide or contract for the educational instruction of the student.

The Superintendent shall administer the local implementation of these State procedures, in accordance with State and Federal laws, rules, and regulations, which shall ensure fulfillment of this policy.

F.S. 1003.4282
F.A.C. 6A-1.09430
Revised 11/14/17
Revised 12/13/22
Revised 11/14/23
Revised 4/23/24

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Legal

F.S. 1001.41

F.S. 1001.42

F.S. 1002.20

F.S. 1003.01(3)

F.S. 1003.4156

F.S. 1003.4282

F.S. 1003.57

F.S. 1003.5715

F.S. 1003.572

F.S. 1008.212

F.S. 1008.22

F.S. 1008.24

Statewide Assessment for Students with Disabilities, F.A.C. 6A-1.0943

Florida Alternate Assessment Requirements, F.A.C. 6A-1.09430

F.A.C. 6A-1.09430

Provision of Free Appropriate Public Education (FAPE) and Development of Individual Educational Plans for Students with Disabilities, F.A.C. 6A-6.03028

Procedural Safeguards and Due Process Procedures for Parents and Students with Disabilities, F.A.C. 6A-6.03311

Procedural Safeguards for Exceptional Students Who Are Gifted, F.A.C. 6A-6.03313

Surrogate Parents, F.A.C. 6A-6.0333

Definitions, ESE Policies and Procedures, and ESE Administrators, F.A.C. 6A 6.03411

20 U.S.C. 1400 et seq.

20 U.S.C. 1401 et seq.

34 C.F.R. Part 300

Part Two

Policy 3120.03 – Athletic Coaches
Policy 3120.08 – Part-Time Extra-Curricular Personnel
Policy 4120.03 – Athletic Coaches
Policy 4120.08 – Part-Time Extra-Curricular Personnel
Revisions to these policies incorporate the requirements of HB 865 for individuals employed as coaches in a public school. Beginning July 1, 2024, individual employees as coaches in a public school must be certified in CPR, first aid, and the use of an AED.

Policy 3130 – Appointment, Assignment, Transfer, and Promotion of Instructional Staff
The revisions to Policy 3130 follow a statutory change. Specifically, SB 7002 amended F.S. 1012.2315(2)(a) by replacing the term "temporarily certified" with "inexperienced teacher" (meaning one who has been teaching for 3 years or less).

Policy 5330.01 – Self-Administrated Medication and Epinephrine Use
HB 883 modified F.S. 1002.20 (K-12 Student and Parent Rights) to include several new provisions related to short-acting bronchodilators (the bill changed the term "metered dose inhaler" to "short-acting bronchodilator"). The revisions to Policy 5330.01 incorporate HB 883.

Policy 6110 – Grant Funds
SDMC revisions to this policy.

Policy 6210 – Fiscal Planning
The revisions to Policy 6210 incorporate amendments to F.S. 200.065(2)(f)1 and F.S. 1011.03 (SB 7002). Publication of a summary of the tentative budget and proposed millage levies are now required to be posted on the District's website.

Policy 6320 – Purchasing and Contracting for Commodities and Contractual Services
SDMC revisions to this policy.

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of ATHLETIC COACHES
Code	po3120.03 8/5/24 fsj
Status	
Adopted	June 27, 2017

3120.03 - **ATHLETIC COACHES**

Each person who is employed and renders service as an athletic coach in any District school shall hold a valid temporary or professional certificate or an athletic coaching certificate. The athletic coaching certificate may be used for either full-time or part-time positions. (The provisions of this policy do not apply to any athletic coach who voluntarily renders service and who is not employed by any public school district in this State.)

All employed public school coaches shall be certified in Cardiopulmonary Resuscitation ("CPR"), first aid, and the use of an Automated External Defibrillator ("AED"). Such certification must be "consistent with national evidence-based emergency cardiovascular care guidelines."

In addition to the requirements for certification provided for in Policy 3120, athletic coaches shall complete a sports safety course which shall count for six (6) hours of required School District in-service instruction for athletic coaching certification if the course is approved by the Florida High School Athletic Association Board of Directors and meets specified requirements. The course must consist of at least eight (8) modules, must immediately provide an individual with a "merit" certificate at the time of successful completion, and must be delivered through hands-on and online teaching methods. The hands-on course material must be less than 120 pages. In addition, the course must be taught by either a State-licensed athletic trainer who holds a current certificate from the Board of Certification or a member of the American Academy of Orthopedic Surgeons. The course must cover sports safety specifically, excluding coaching principles and procedures for cardiopulmonary resuscitation. The course must be authorized or approved by at least ten (10) health care professionals, must be revised and reviewed for updates at least once every thirty (30) months, and must be available to the general public for a retail price under $50. Also, each course examination must be automated and taken online with a score of eighty percent (80%) or better for successful completion.

F.S. 1012.55

F.A.C. 6A-4.004

F.A.C. 6A-4.0282

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Legal	F.S. 1012.55
	F.S. 1012.55(2)
	F.A.C. 6A-4.004
	F.A.C. 6A-4.0282

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of PART-TIME EXTRA-CURRICULAR PERSONNEL
Code	po3120.08 8/5/24 fsj
Status	
Adopted	June 27, 2017

3120.08 - **PART-TIME EXTRA-CURRICULAR PERSONNEL**

Part-time extra-curricular personnel may be employed in positions paid on the instructional supplemental salary schedule (primarily coaching positions). Such persons will not be eligible for employee benefits.

Additional Requirements for Employment of Athletic Coaches Who are Not Full-Time Employees of the School Board

Persons who are not full-time employees of the Board and hold an athletic coach's certificate or athletic trainer's license issued by the State of Florida, may be recommended by the Superintendent and appointed by the Board to perform designated secondary school coaching and training responsibilities, and the contracted employment conforms to rules and regulations of the State Board of Education and the bylaws of the Florida High School Athletic Association, and the policies of the Board and administrative procedures established by the Superintendent. (See Policy 3120.03)

All employed public school coaches shall be certified in cardiopulmonary resuscitation ("CPR"), first aid, and the use of an Automated External Defibrillator ("AED"). Such certification must be "consistent with national evidence-based emergency cardiovascular care guidelines."

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Legal	F.S. 1012.01
	F.S. 1012.55(2)
	F.A.C. 6A-1.0502(11)

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of ATHLETIC COACHES
Code	po4120.03 8/5/24 fsj
Status	
Adopted	June 27, 2017

4120.03 - **ATHLETIC COACHES**

Each person who is employed and renders service as an athletic coach in any District school shall hold a valid temporary or professional certificate or an athletic coaching certificate. The athletic coaching certificate may be used for either full-time or part-time positions. (The provisions of this policy do not apply to any athletic coach who voluntarily renders service and who is not employed by any public school district in this State.)

All employed public school coaches shall be certified in cardiopulmonary resuscitation ("CPR"), first aid, and the use of an Automated External Defibrillator ("AED"). Such certification must be "consistent with national evidence-based emergency cardiovascular care guidelines."

In addition to the requirements for certification provided for in Policy 4120, athletic coaches shall complete a sports safety course which shall count for six (6) hours of required School District in-service instruction for athletic coaching certification if the course is approved by the Florida High School Athletic Association Board of Directors and meets specified requirements. The course must consist of at least eight (8) modules, must immediately provide an individual with a "merit" certificate at the time of successful completion, and must be delivered through hands-on and online teaching methods. The hands-on course material must be less than 120 pages. In addition, the course must be taught by either a State-licensed athletic trainer who holds a current certificate from the Board of Certification or a member of the American Academy of Orthopedic Surgeons. The course must cover sports safety specifically, excluding coaching principles and procedures for cardiopulmonary resuscitation. The course must be authorized or approved by at least ten (10) health care professionals, must be revised and reviewed for updates at least once every thirty (30) months, and must be available to the general public for a retail price under $50. Also, each course examination must be automated and taken online with a score of eighty percent (80%) or better for successful completion.

F.S. 1012.55

F.A.C. 6A-4.004
F.A.C. 6A-4.0282

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Legal	F.S. 1012.55
	F.S. 1012.55(2)
	F.A.C. 6A-4.004
	F.A.C. 6A-4.0282

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of PART-TIME EXTRA-CURRICULAR PERSONNEL
Code	po4120.08 8/5/24 fsj
Status	
Adopted	June 27, 2017

4120.08 - **PART-TIME EXTRA-CURRICULAR PERSONNEL**

Part-time extra-curricular personnel may be employed in positions paid on the support supplemental salary schedule (primarily coaching positions). Such persons will not be eligible for employee benefits.

Additional Requirements for Employment of Athletic Coaches Who are Not Full-Time Employees of the School Board

Persons who are not full-time employees of the Board and hold an athletic coach's certificate or athletic trainer's license issued by the State of Florida, may be recommended by the Superintendent and appointed by the Board to perform designated secondary school coaching and training responsibilities, and the contracted employment conforms to rules and regulations of the State Board of Education and the bylaws of the Florida High School Athletic Association, and the policies of the Board and administrative procedures established by the Superintendent. (See Policy 4120.03)

All employed public school coaches shall be certified in cardiopulmonary resuscitation ("CPR"), first aid, and the use of an Automated External Defibrillator ("AED"). Such certification must be "consistent with national evidence-based emergency cardiovascular care guidelines."

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Legal	F.S. 1012.01
	F.S. 1012.55
	F.A.C. 6A-1.0502(11)

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of APPOINTMENT, ASSIGNMENT, TRANSFER, AND PROMOTION OF INSTRUCTIONAL STAFF
Code	po3130 8/5/24 fsj
Status	
Adopted	June 27, 2017
Last Revised	August 11, 2020

3130 - APPOINTMENT, ASSIGNMENT, TRANSFER, AND PROMOTION OF INSTRUCTIONAL STAFF

The School Board believes that the appropriate placement of qualified and competent staff is essential to the successful functioning of the District.

Appointment and Assignment

When developing his/her recommendation for appointments of instructional staff, the Superintendent shall consider nominations for staff appointments submitted by the principals. Further, if the Superintendent intends to recommend placement of a staff member in a school who was not nominated by the principal, the Superintendent will consult with that principal. In accordance with State law, a principal may refuse to accept the Superintendent's proposed assignment of an instructional staff member to his/her school unless that instructional staff member has a performance rating of effective or highly effective under F.S. 1012.34.

After such required consideration and consultation, the Superintendent shall submit written recommendations with regard to the appointment and assignment of instructional staff for Board action.

The Board shall act not later than three (3) weeks following the receipt of Statewide mandated test scores and data, including school grades, or June 30th, whichever is later, on the Superintendent's nominations of supervisors, principals, and members of the instructional staff.

In accordance with State law, the Board may reject the Superintendent's recommendation for initial appointment and assignment, or re-appointment and assignment, for good cause.

The Board authorizes the Superintendent to temporarily reassign employees when the Superintendent determines that it is in the employee's and/or School District's best interest(s).

Assignment to Schools Graded "D" or "F"

Pursuant to statutory requirements, the percentage of ~~temporarily certified~~inexperienced teachers, teachers in need of improvement, or out-of-field teachers assigned to schools graded "D" or "F" under State law shall not be greater than the District average. As used in this policy, "inexperienced teacher" means a teacher who has been teaching for three (3) years or less. Such assignments shall be consistent with the collective bargaining agreement.

A newly hired instructional staff member may be assigned to a school that has earned a grade of "F' in the previous year, or any combination of three (3) consecutive grades of "D" or "F" in the previous years, if the individual:

A. has received an "effective" or "highly effective" rating in the immediate prior year's performance evaluation;

B. has successfully completed or is enrolled in a teacher preparation program, is provided with high-quality mentoring during the first two (2) years of employment, holds a professional certificate and holds a probationary contract; or

C. holds a probationary contract, holds a professional certificate and has successful teaching experience, and if, in the judgment of the school principal students would benefit from the placement of that individual.

The Superintendent will annually certify to the Commission of Education that these requirements are being met.

Assignment to Teacher Preparation Programs

All instructional personnel who supervise or direct teacher preparation students during field experience courses or internships in which candidates demonstrate an impact on student learning growth must have evidence of "clinical educator" training, a valid professional certificate and at least three (3) years K-12 teaching experience and must have earned an "effective" or "highly effective" rating on the prior year's performance evaluation or be a peer evaluator under the District's evaluation system.

All instructional personnel who supervise or direct teacher preparation students during field experience courses or internships in another state, in which a candidate demonstrates an impact on student learning growth, through a Florida online or distance program must have received "clinical educator" training or its equivalent in that state, hold a valid professional certificate issued by the state in which the field experience takes place, and have at least three (3) years of K-12 teaching experience.

All instructional personnel who supervise or direct teacher preparation students during field experience courses or internships, in which a candidate demonstrates an impact on student learning growth, on a United States military base in another country through a Florida online or distance program must have received "clinical educator" training or its equivalent, hold a valid professional certificate issued by the United States Department of Defense or a state or territory of the United States, and have at least three (3) years of K-12 teaching experience.

Teachers Teaching Out-of-Field

"Out-of-field" means a teacher is assigned to a course covering subject matter outside the field for which the teacher holds a certificate pursuant to F.S. 1012.55 or for which the teacher has not demonstrated sufficient subject matter expertise pursuant to F.S. 1012.42 and as determined by F.A.C. 6A-1.0503, (2)(a)-(h).

A. Out-of-Field Teacher Plan

The Superintendent shall prepare a plan to assist any teacher teaching out-of-field with priority consideration to be given in professional development activities.

The plan must include provisions that require out-of-field teachers to participate in a certification or staff development program designed to provide the teachers with the competencies required for their assigned duties.

The plan must also include duties of administrative personnel and other instructional personnel to provide students with instructional services.

The plan shall be reviewed and considered for adoption by the Board during a publicly-noticed meeting.

B. Approval of Out-of-Field Teachers

A teacher considered out-of-field per F.A.C. 6A-1.0503, (1)(c), shall be approved by the Board to teach out-of-field after a determination that a teacher with appropriate certification coverage is not available. All evidence of such qualifications and approval must be reflected in the individual's official personnel record; however, such approval may be granted by the Board only under one (1) of the conditions listed in F.A.C. 6A-1.0503, (3) (a)-(c).

C. Notification Requirements and Transfer Requests

When a teacher is assigned instructional duties in a class containing subject matter outside the field in which the teacher is certified, outside the field that was the applicant's minor field of study, or outside the field in which the applicant has demonstrated sufficient subject area expertise, as determined by the State Board of Education rule (F.A.C. 6A-1.0503), the parents of all students in the class shall be notified in writing of such assignment.

The Board shall report out-of-field teachers on the District's website within thirty (30) days before the beginning of each semester.

A parent whose student is assigned an out-of-field teacher may request that their child be transferred to an in-field classroom teacher within the school and grade in which the student is currently enrolled through the process set forth in Policy 5780.

Promotion and Transfer

Pursuant to State law, the Superintendent's primary consideration in recommending an individual for promotion must be the individual's demonstrated effectiveness pursuant to State law.

Before transferring an instructional staff member from one (1) school to another, the Superintendent shall consult with the principal of the school to which the teacher will be assigned and allow the principal the opportunity to review the teacher's records, including student performance demonstrated under F.S. 1012.34, and interview the teacher. If, in the judgment of the principal, students would not benefit from the placement, an alternative placement may be sought. A principal may refuse to accept the Superintendent's assignment or transfer of an instructional staff member who holds a professional teaching certificate to his/her school unless that instructional staff member has a performance rating of effective or highly effective under F.S. 1012.34.

After the required considerations and consultations, the Superintendent shall submit written recommendations with regard to the promotion or transfer of instructional staff for Board action.

In accordance with State law, the Board may reject the Superintendent's recommendation for the transfer or promotion of an instructional staff member for good cause.

Required Reporting

The Superintendent must annually notify the parent of any student who is assigned to classroom with a teacher having two (2) consecutive annual performance evaluation ratings of unsatisfactory, two (2) annual performance evaluation ratings of unsatisfactory within a three (3) year period, or three (3) consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory.

Duties, Days, and Hours

The Superintendent shall make known through administrative channels the duties, days, and hours of the various classes of instructional personnel.

A. Instructional staff members shall perform the duties required by Florida statutes, Board policy, and the collective bargaining agreement, as well as other reasonable duties as may be assigned by their immediate supervisor. Failure to perform such duties in an acceptable manner shall constitute a violation of the instructional staff member's contract and just cause for disciplinary action.

B. Instructional staff members are responsible for student control and supervision at any location on campus or during school-sponsored activities.

C. Instructional staff members shall not permit their family members or friends by their presence to interfere with performance of their duties during working hours.

Employment and Supervision of Relatives (Nepotism)

For purposes of this policy, a "relative" is an individual included within the definition of "relative" set forth in F.S. 112.3135 [ ], which includes the following individuals: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

Neither the superintendent nor a Board member may appoint or employ a relative to work under their direct supervision. These limitations do not apply to employees appointed or employed before the election or appointment of the superintendent or a Board member.

Two (2) or more relatives shall not work in the same administrative unit except by permission of the Superintendent. In the event that an instructional staff member, due to some unusual circumstance, may have been placed in the same working unit with a relative, the instructional staff member may continue in the position until s/he can be reassigned to a position of comparable grade, pay, and reasonable personal convenience.

A. A relative may be employed in the same school when specifically recommended by the principal and approved by the Superintendent on the grounds that it is to the educational advantage of the school.

B. Under no circumstances shall a person supervise the work of a close relative.

All employees shall disclose to the Superintendent, the names of all relatives working at the same work location. Failure to immediately make such disclosures shall be grounds for disciplinary action, up to and including termination.

Work location is defined to include payroll cost center or any administrative unit under the direct supervision of a permanent employee of the District.

Fraternization

It shall be the policy of the Board that the District supervisory structure and administrative chain of command not be compromised, or appear to be compromised, by personal relationships between District personnel.

A. Board members, officers, or employees shall not engage in or maintain a romantic or sexual relationship with any employee they manage, supervise, direct, or control, or with any employee over whom they exercise the authority to promote, demote, transfer, or grant, deny, or alter compensation. Employees who become involved in such a relationship must notify their supervisor within forty-eight (48) hours of the commencement of the relationship. The supervisor shall in turn notify the Director of Human Resources in writing. The supervisor, Director of Human Resources, and other appropriate administrators will confer to evaluate and determine an appropriate resolution to ensure compliance with this policy. In such instances, personnel action to ensure compliance with this policy must be taken within ninety (90) days of the initial notice.

B. Violation of this policy shall constitute just cause for discipline up to and including termination of one or both employees. As an alternative to discipline, one or both employees may be reassigned or alternatively required to seek other employment, as the Board is under no obligation to reassign one or both employees.

C. Personal relationships of any kind between supervisors and other employees in their private lives shall not influence work-related decisions or personnel actions. Accordingly, no supervisor shall engage in any personal relationship, romantic or otherwise, with any employee that:

1. compromises, or reasonably appears to compromise, the integrity of supervisory authority or the administrative chain of command;

2. involves, or reasonably appears to involve, the improper use of position for personal gain;

3. is, or is reasonably perceived to be, exploitative or coercive in nature; or

4. creates an actual or clearly predictable adverse impact on discipline, authority, morale, or the ability of the District to accomplish its mission.

Subject to Collective Bargaining Agreement.

Revised 2/13/18
Revised 8/11/20

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Legal

F.S. 112.3135
F.S. 1001.32
F.S. 1004.04
F.S. 1012.22
F.S. 1012.23
F.S. 1012.2315
F.S. 1012.27
F.S. 1012.28
F.S. 1012.42
F.S. 1012.795
F.S. 1012.796
F.A.C. 6A-1.0503

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of SELF-ADMINISTERED MEDICATION AND EPINEPHRINE USE
Code	po5330.01 8/5/24 fsj
Status	
Adopted	June 27, 2017
Last Revised	October 23, 2018

5330.01 - **SELF-ADMINISTERED MEDICATION AND EPINEPHRINE USE**

A student may carry and self-administer a ~~metered dose inhaler~~short-acting bronchodilator, epinephrine auto-injector, prescribed pancreatic enzyme supplement and/or may carry diabetic supplies and equipment to manage and care for their diabetes provided the student's parent or guardian provides the following:

A. For self-administration of a ~~metered dose inhaler~~short-acting bronchodilator, the parent or guardian must provide the District with a written authorization that is signed and dated by both the parent or guardian and physician. The written approval by the physician must include the following:

1. name of the medication in the metered dose inhaler;
2. the prescribed dosage;
3. the times or the special circumstances under which the medication is to be administered; and
4. any other special related information regarding the administration of the metered dose inhaler.

B. For self-administration of an epinephrine auto-injector, the parent or guardian must provide the District with a written authorization that is signed and dated by both the parent or guardian and the physician. The written approval by the physician must include:

1. the times or the special circumstances under which the medication is to be administered; and
2. any other special related information regarding the administration of the epinephrine auto-injected.

C. For self-administration of prescribed pancreatic enzyme supplements, the parent or guardian must provide the District with a written authorization that is signed and dated and provide the prescription label containing the following:

1. name of the medication;
2. the prescribed dosage;
3. the times or the special circumstances under which the medication is to be administered; and
4. any other special related information regarding the administration of the medication.

D. For the use of a diabetic supplies and equipment, the parent or guardian must submit written authorization from the student's physician, containing the following:

1. an identification of the diabetic supplies and equipment the student is authorized to carry;
2. a description of which activities the child is capable of performing without assistance;

3. the times or the special circumstances under which the medication is to be administered;

4. any other special related information regarding the administration of the medication.

When providing the District with written authorization that is signed and dated by both the parent or guardian and the physician as required by State law and this policy, that written authorization must also include indemnification by the parent or guardian of the District, county health department, public-private partner, and their employees and volunteers for any and all liability for a student who does any of the following:

A. self-administer an epinephrine auto-injector;

B. carries diabetic supplies and equipment on their person and attends to the management and care of their diabetes while in school, participating in school-sponsored activities, or in transit to or from school or school-sponsored activities to the extent authorized by the parent and physician and within the parameters set forth by State Board of Education; or

C. use prescribed pancreatic enzyme supplements.

Emergency Allergy Treatment Educational Training Programs

Educational training programs in the District pertaining to emergency allergy treatment required by State law must be conducted by a nationally recognized organization experienced in training laypersons in emergency health treatment or an entity or individual approved by the Department of Health. The curriculum must include at a minimum:

A. recognition of the symptoms of systemic reactions to food, insect stings, and other allergens; and

B. the proper administration of an epinephrine auto-injector.

Revised 10/23/18

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Legal F.S. 381.88
F.S. 1002.20
F.A.C. 6A-6.0251, Use of Epinephrine Auto-Injectors
F.A.C. 6A-6.0252, Use of Prescribed Pancreatic Enzyme Supplements
F.A.C. 6A-6.0253, Diabetes Management

6110 - **GRANT FUNDS**

It is the objective of the School Board to provide equal educational opportunities for all students within the District. Government agencies, as well as foundations, businesses, and individuals, periodically offer to the School District both human and material resources that would be of benefit to the students in this school system. Therefore, it is the intent of the Board to revise and evaluate grant proposals and applications, for their potential to enhance the educational opportunities, the educational environment, and the physical and mental growth for each student.

The Board regards available grant funds provided to the District as a public trust. It forbids the use of public monies for partisan political activities and any use that would not be in accordance with Federal regulations and guidelines.

No ~~Federal~~ funds received by the District shall be used to:

A. develop or distribute materials or operate programs or courses of instruction directed at youths that are designed to promote or encourage sexual activity whether homosexual or heterosexual;

B. distribute or aid in the distribution by any organization of legally obscene materials to minors on school grounds;

C. provide sex education or HIV-prevention education in schools unless that instruction is age appropriate and includes the health benefits of abstinence; or

D. operate a program of contraceptive distribution in schools.

The Superintendent **or designee** shall review grant opportunities and authorize development of proposals.

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Grant Proposal Development

A. All grant proposals must support at least one (1) Board goal or priority.

B. For projects where grant funds will not cover the entire cost of project implementation, additional fund sources must be identified, documented, and approved during the internal review process.

C. All grant proposals that will result in ongoing costs at the end of the grant period must identify a proposed source of continuing funding.

Grant Proposal Internal Review

A. Each grant proposal shall be reviewed and approved by appropriate District staff prior to submission to the Superintendent **or designee**.

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B. Each grant proposal shall be reviewed and approved by the Superintendent **or designee** prior to submission to the funding source.

C. The Superintendent may identify a project director prior to proposal submission.

D. The Superintendent shall ~~**promptly**~~ present **any proposals with budgets exceeding $100,000** ~~**the following proposals**~~ to the Board for approval:

1. ~~**government-funded proposals, regardless of amount;**~~
2. ~~**proposals with budgets exceeding $50,000; or**~~
3. ~~**multi-school or District-wide proposals.**~~

E. ~~**The Superintendent may accept private-funded or foundation grants of less than $50,000 for individual schools.**~~

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Grant Administration

A. The administration of grants will adhere to all applicable Federal, State, and grantor rules and regulations, including the terms and conditions of the Federal awards, as well as School District policies and administrative procedures.

B. The Superintendent **or designee** ~~**and/or Board Chairman**~~ **is** ~~**are**~~ authorized to sign related documents for grant administration, including documents required for submittal of grant proposals.

C. Written amendments **changing the scope and/or purpose shall be presented to the** ~~**requiring signature shall be promptly presented to the Superintendent and/or**~~ Board for approval.

D. Employee positions established through the use of grant funding shall terminate if and when the related grant funding ceases.

E. Program reports including but not limited to audits, site visits, and final reports shall be provided to the program director and/or Finance Department for review.

F. The program director and/or Finance Department will confirm closure of all grants to the Superintendent.

G. The District, in recognition of its unique combination of staff, facilities, and experience, shall employ internal controls, including the organizational and management strategies necessary to assure proper and efficient administration of grant awards.

H. All Federal funds received by the District will be used in accordance with the applicable Federal law and regulations and the terms and conditions of the Federal award. Each draw of Federal monies shall be aligned with the District's payment process (whether reimbursement, cash advance, or a combination). If funds are permitted to be drawn in advance, all draws will be equal in magnitude as closely as administratively feasible, to the magnitude of the related program

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expenditures. When restricted, such monies will be used to supplement programs and funding and not to supplant or replace existing programming or current funding.

Maintenance of Effort (MOE) and Maintenance of Equity (MOEquity) requirements of the Federal program will be met in accordance with the requirements of the specific funded program. The District shall maintain appropriate documentation and records to substantiate compliance or to justify allowable exceptions, exemptions, or waivers.

Financial Management

The financial management of grant funds shall be in compliance with all applicable Federal, State, local and grantor rules, regulations, and assurances as well as District policies and administrative procedures.

The District shall provide for the following:

A. Identification, in District accounts, of all grant awards received and expended and the programs under which they were received. For Federal programs and awards, identification shall include the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification number and year, name of the Federal agency and name of the pass-through entity, as applicable.

B. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements of the grant.

C. Records that identify adequately the source and application of funds provided for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Effective control over, and accountability for, all funds, property, and other assets. The District must adequately safeguard all assets and assure that they are used solely for authorized purposes.

   Further, the District must:

   1. establish and maintain effective internal control over the Federal award that provides reasonable assurance that the District is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award;

   2. comply with Federal statutes, regulations, and the terms and conditions of the Federal award;

   3. evaluate and monitor the District's compliance with statutes, regulations, and the terms and conditions of the Federal award;

   4. take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings;

5. take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and obligations of confidentiality.

E. Comparison of expenditures with budget amounts for each Federal award.

F. Recordkeeping and written procedures to the extent required as may be required by Federal, State, local and grantor rules, and regulations pertaining to the grant award and accountability, including, but not limited to, the following areas:

1. cash management
2. allowability
3. conflict of interest
4. procurement
5. equipment management
6. conducting technical evaluations of proposals and selecting recipients
7. compensation and fringe benefits
8. travel

G. Disclosure of any potential conflict of interest and all mandatory violation disclosures potentially affecting the Federal award/grant to the Federal awarding agency or pass-through agency in accordance with applicable Federal policy.

H. Insurance coverage for real property and equipment, if applicable, equivalent to such property owned by the District.

Program Income

Program income means gross income earned by a grant recipient that is directly generated by a supported activity or earned as a result of the Federal award during the grant's period of performance.

It includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts and interest earned on any of them. Additionally, taxes, special assessments, levies, fines and other such revenues raised by a recipient are not program income unless the revenues are specifically identified in the Federal award or Federal awarding agency regulations as program income. Finally, proceeds from the sale of real property, equipment, or supplies are not program income.

Unless it has received prior approval to use a different method or the terms and conditions of the grant authorize a different method, the District uses the deduction method of accounting for program income. Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the Federal awarding agency or pass-through entity.

Revised 8/23/22

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34 C.F.R. 75.707
34 C.F.R. 76.563
34 C.F.R. 76.565
34 C.F.R. 76.707
2 C.F.R. 200.56
2 C.F.R. 200.71
2 C.F.R. 200.77
2 C.F.R. 200.80
2 C.F.R. 200.112
2 C.F.R. 200.302
2 C.F.R. 200.307
2 C.F.R. 200.309
2 C.F.R. 200.310
2 C.F.R. 200.313
2 C.F.R. 200.318
2 C.F.R. 200.319
2 C.F.R. 200.320
2 C.F.R. 200.343(b)&(e)
Compliance Supplement for Single Audits of State and Local Governments
F.S. 1001.42
F.S. 1001.51

Last Modified by Tammy R Shroyer on August 25, 2022

6210 - **FISCAL PLANNING**

The School Board shall collect and assemble the information necessary to discharge its responsibility for the fiscal management of the School District and to plan for the financial needs of the educational program. The Board shall also maintain both short and long range projections of District financial requirements.

Pursuant to Florida statutes and Policy 6220, the Board shall develop, advertise, and then approve a budget for each fiscal year. A summary of the preliminary budget, the tentative budget, and the approved budget of the Board shall be posted on the District's official website.

The Board will advertise its intent to adopt a tentative budget on a publicly accessible website as provided in F.S. 50.0311, which may include the District's official website, or in a newspaper of general circulation, pursuant to F.S. 200.065(3).

A summary of the tentative budget, including the proposed millage levies as provided by law, and the official budget of the Board shall be posted on the District's official website or on a publicly accessible website.

In addition, the Board shall also develop a Five (5) Year Capital Work Plan.

Costs shall be contained, where possible, so that annual expenditures do not exceed the annual resources. Furthermore, the Board shall strive to maintain a fund balance in its operating funds that are not classified pursuant to Policy 6100 as restricted, committed, or non-spendable and that exceeds the minimum fund balance below which the Superintendent is required by State law and Board Policy 6233 to notify the Board and the Commissioner of Education.

Any use of such funds to satisfy projected District obligations, such as funding provisions of a union contract or supplementing the capital work program, shall be approved by the Board. Therefore, recurring revenue estimates from existing sources shall serve as the ceiling for the Superintendent's recommended annual budget. Capital expenditures shall be funded from a local millage levy, the local impact fees, and State capital outlay sources, unless the Board specifically directs otherwise in advance of drafting the budget.

As required by Florida statutes and Board Policy 8310 - Public Records, all records related to the annual budget and the Five (5) Year Capital Work Program shall be open to the public for inspection.

It is understood that the District's records and financial statements shall be audited by the Auditor General, State of Florida, or, in those years not audited by the State Auditor General, by a contracted certified public accounting firm. The auditor shall prepare and submit to the Board an annual review and opinion of said records.

The Superintendent shall develop, update as needed, the administrative procedures necessary to provide for an equitable distribution of resources within the District and for the regular review of the fiscal budget and Five (5) Year Capital Work Program.

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F.S. 11.45

F.S. 218.39

F.S. 1001.42

F.S. 1010.30

6320 - PURCHASING AND CONTRACTING FOR COMMODITIES AND CONTRACTUAL SERVICES

Any School Board employee who has purchasing authority shall consider first the interests of the Board in all purchases and seek to obtain the maximum value for each dollar expended; not solicit or accept any gifts or gratuities from present or potential suppliers which might influence or appear to influence purchasing decisions; and refrain from any private business or professional activity that might present a conflict of interest in making purchasing decisions on behalf of the Board.

No person, unless authorized to do so under this policy, may make any purchase or enter into any contract involving the use of school funds.

Purchases may be made through an online procurement system, an electronic auction service, or other efficient procurement tool.

Scope

This policy shall generally apply to the District's purchase of commodities and contractual services, except it shall not apply to:

A. employment contracts;

B. acquisition of architectural, engineering, landscape architectural, construction management at risk, registered surveying and mapping, or other services; **See Policy 6322**

C. acquisition of auditing services pursuant to F.S. 218.391;

D. acquisition of professional consultant services, including but not limited to services of lawyers, accountants, and financial consultants, and other business or operational consultants, which shall be governed by Policy 6540;

E. proposals and agreements for public-private partnerships with private entities for qualifying projects pursuant to F.S. 287.057(12).

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Definitions

A. "Competitive solicitation" means purchasing made through the issuance of an invitation to bid, request for proposals, and invitation to negotiate. Competitive solicitations are not required for purchases made through the pool purchase provisions of F.S. 1006.27.

B. "Invitation to bid" means a written or electronic solicitation for competitive sealed bids. The invitation to bid is used when the District is capable of specifically defining the scope of work for which a contractual service is required or when the District is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written solicitation includes a solicitation that is publicly posted.

C. "Invitation to negotiate" means a written or electronically posted solicitation for competitive sealed replies to select one (1) or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the District determines that negotiations may be necessary for it to receive the best value. A written solicitation includes a solicitation that is publicly posted.

D. "Proposer" means those vendors submitting bids or responses to a competitive solicitation.

E. "Request for proposals" means a written or electronically posted solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for the District to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the District is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is publicly posted.

F. "Superintendent" means the "Superintendent or designee".

G. "Request for Quotations" means an informal process to solicit three (3) or more price quotes on commodities or contractual services with standard specifications and valued under the threshold requiring formal competitive solicitations. Quotations may be obtained verbally or via facsimile or e-mail.

H. "Request for Information" means an informal process to solicit information from vendors on items, commodities, or services. Participation in an RFI does not preclude a vendor from consideration of contract award.

Standards and Specifications

Before making any purchase of commodities or contractual services which the Superintendent is authorized by the Board to make or before recommending any purchase to the Board, the Superintendent shall, insofar as possible, propose standards and specifications. S/He shall see that the commodities or contractual services conform to those standards and specifications, and shall take such other steps as are necessary to see that the maximum value is being received for any money expended.

Pre-Purchasing Review of Available Purchasing Agreements and State Term Contracts for Nonacademic Commodities and Contractual Services

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

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

reimbursement under the Federal E-rate program administered by the Universal Service Administrative Company.

Competitive Solicitation Requirements for Commodities and Contractual Services Other Than Construction Contracting

Except as authorized by law or policy, competitive solicitations shall be requested from three (3) or more sources for the purchase of any authorized commodities or contractual services in an amount greater than $50,000.00.

The procurement of commodities or contractual services may not be divided so as to avoid this monetary threshold requirement.

A. Authority

The Superintendent is authorized to issue competitive solicitations.

B. Publication

Notice of competitive solicitations shall be published on the publicly accessible District website and may be otherwise issued electronically, by direct delivery, or other means which are appropriate under the circumstances. The required bid return date is to be announced at the time of the bid offering and shall not be less than five (5) working days from the bid offering date.

All advertisements and public notices published on a website as provided in F.S. Chapter 50 must be in a searchable form and indicate the date on which the advertisement or public notice first appeared on the website.

Bid Solicitation

The Superintendent is authorized to issue invitations for bids. Any solicitation for the procurement of commodities, contractual services or leases must include a provision notifying vendors that the Board will not request documentation of, consider, or give any preference based on, the vendor's social, political, or ideological interests.

C. Bid Responses

If fewer than two (2) responses are received in regard to a request for competitive solicitations, the director is empowered by F.S. 287.057 to recommend acceptance of the proposal received and/or open negotiations with a firm or individuals or request new proposals.

D. Bid Opening

Bids will be opened in the office designated in the bid advertisement with the Superintendent's designee and at least one (1) other District employee present.

E. Bid Rejection

The Board may reject any or all bids.

F. Bid Award

In acceptance of responses to invitations to bid, the Board may accept the proposal of the lowest responsive, responsible proposer. The Board may choose to award contracts to the lowest responsive, responsible bidder as the primary awardee of a contract and to the next lowest responsive, responsible bidder(s) as alternate awardees, from whom commodities or contractual services would be purchased, should the primary awardee become unable to provide all of the commodities or contractual services required by the Board during the term of the contract. Nothing herein is meant to prevent multiple awards to the lowest responsive and responsible bidders when such multiple wards are clearly stated in the bid solicitation documents.

For a bidder to be considered responsive, the proposal must respond to all solicitation specifications in all material respects. Any irregularities or deviations from the bid specifications must be clearly stated in the bidder's response. The District, at its own discretion, may find any response nonresponsive.

For a bidder to be deemed responsible, the Board may request evidence from the bidder concerning:

1. the experience (type of product or service being purchased, etc.) of the bidder;
2. the financial condition;
3. the conduct and performance on previous contracts (with the District or other agencies);
4. the bidder's facilities;
5. management skills;
6. the ability to execute the contract properly;
7. a signed affidavit ensuring that neither the bidder nor any subcontractor has entered into an agreement with any labor organization regarding the public improvement project;
8. additional information that may be determined to best economic advantage to the District.

Award of a competitive solicitation shall not create a binding obligation on the Board, and no obligation shall be created or imposed on the District until such time as the Board Chair/designee executes a contract.

Identical/Tie Low Bids

Identical (tie) bids are defined as two (2) or more bid proposals or proposals received by the District in response to a bid package that is equal in every respect as to terms, conditions, price, quality, and service. Award of tie bids proposals, except for preferences that may be outlined in Board policy, shall generally be determined by lot (e.g., coin toss) or on factors deemed to serve the best interest of the District.

Exception to Competitive Bidding Requirements

Notwithstanding anything in this policy to the contrary, the Board may make certain purchases without the requirement for competitive solicitations under the following conditions:

A. In lieu of requesting competitive solicitations from three (3) or more sources, the Board may make purchases from contracts awarded by other Federal, State, city or county governmental agencies, other school boards, community colleges, or State university system cooperative bid agreements when the proposer awarded a contract by another entity will permit purchases by the District at the same terms, conditions, and at above or below unit prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the District. Contracts containing cooperative language shall be identified as "cooperative agreements".

B. Purchases made from prices established by the Department of Management Services, Division of Purchasing through its State negotiated agreement price schedule.

C. Competitive solicitations are required for pool purchases made as provided in F.S. 1006.27.

D. Purchase of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to F.S. 218.391; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; provided nothing herein shall be deemed to authorize the superintendent to acquire professional consultant services without Board approval as required by Board policy.

E. The purchase of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution.

F. The requirements for requesting competitive solicitations for making purchases for commodities and contractual services as set forth in this section are hereby waived as authorized by F.S. 1010.04(4)(a), when the following conditions have been met by the Board:

1. Competitive solicitations have been requested in the manner prescribed by this policy.

2. The District has made a finding that no valid or acceptable firm proposal has been received within the prescribed time.

When such a finding has been officially made, the District may enter into negotiations with suppliers of such commodities and contractual services and may execute contracts with such vendors under whatever terms and conditions as the Board determines to be in its best interests.

G. If fewer than two (2) responsive proposals for commodity or contractual services are received, the District may negotiate on the best terms and conditions or decide to reject all proposals. The District shall document the reasons that negotiating terms and conditions with the sole proposer is in the best interest of the District in lieu of re-soliciting proposals.

H. Acquisition of information technology resources, whether by purchase, lease, lease with option to purchase, rental, or otherwise as defined in F.S. 282.0041(22), may be acquired by competitive solicitation or by direct negotiation and contract with a vendor or supplier as best fits the needs of the District.

I. Purchases of insurance, risk management programs, or contracting with third-party administrators for insurance-related services may be through competitive solicitation or by direct negotiation and contract with a vendor or supplier.

J. The Board may dispense with requirements for competitive solicitation for the emergency purchase of commodities or contractual services when the Superintendent determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the District requires emergency action. After the Superintendent makes such a written determination, the District may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without requesting competitive solicitations. However, such an emergency purchase shall be made by obtaining pricing information from at least two (2) prospective vendors, which must be retained in the contract file, unless the Superintendent determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the District.

K. Commodities or contractual services available only from a single source may be exempted from the competitive solicitation requirements. When the District believes that commodities or contractual services are available only from a single source, the Purchasing Department will electronically post a description of the commodities or contractual services sought for a period of at least seven (7) business days. The description will include a request that prospective vendors provide information about their ability to supply the commodities or contractual services described. If it is determined in writing by the Purchasing Department, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the department shall provide notice of its intended decision to enter a single source contract in the manner specified in Policy 6326 - Bid Protests, and may negotiate on the best terms and conditions with

the single source vendor.

L. The Board may make purchases of construction project materials directly from vendors, on behalf of the awarded construction manager, directly from vendors to take advantage of the District's "sales tax" exempt status.

M. A contract for commodities or contractual services may be awarded without competitive solicitations if State or Federal law, a grant or a State or Federal agency contract prescribes with whom the Board must contract or if the rate of payment is established during the appropriations process.

N. A contract for regulated utilities or government-franchised services may be awarded without competitive solicitations.

Contract

Each District contract for services must be reviewed by the Director of Purchasing and include a provision that requires the contractor to comply with public records laws, specifically to:

A. keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service under the contract;

B. provide the public with access to its public records on the same terms and conditions as the District would provide the records and at a cost that does not exceed the cost provided in Policy 8310 - Public Records;

C. ensure that any of its public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law;

D. meet all requirements for retaining public record and, upon termination of the contract, transfer to the District, at no cost, all public records in its possession and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements;

   All records stored electronically must be provided to the District in a format that is compatible with the District's information technology systems.

E. the contractor shall furnish a copy of any public records request or request for records in any way relating to the District immediately upon receipt of the District's Director of Purchasing request.

Each contract must also include the following statement, in substantially the following form, identifying the contact information of the District's custodian of public records in at least fourteen (14) point boldface type: "IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF F.S. CHAPTER 119 TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS

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

Other governmental agencies and nonprofit tax-exempt organizations may purchase warehouse items, fuel, and print shop services provided they pay full cost of service plus all overhead cost as determined by the Finance Department.

All contracts for the purchase of goods and contractual services shall be presented to the Director of Purchasing for review and approval. The Director of Purchasing shall have the authority to enforce the use of District bid contracts.

All purchases of services delivered on District-owned sites require a contract.

Contracts shall be approved and executed as follows:

A. Superintendent/Designee Authority

The Superintendent is authorized to approve and execute contracts on behalf of the District involving expenditure of public funds in an amount no greater than **$949**,999.99, so long as the obligation created does not exceed the applicable appropriation within the District budget and the contract is otherwise in compliance with applicable District procedures, policies, and law. For purposes of this policy, any group of contracts purchase orders to the same provider that are connected in terms of time, location and services such that a reasonable person would view them as a single contract shall be deemed to be a single contract. The Superintendent shall not divide the procurement of commodities or contractual services so as to avoid the monetary cap imposed by this policy. Delegations of contracting authority by the Superintendent to the deputy superintendents shall be in writing and shall specify the maximum obligation permitted up to **$250,000**. Delegations of contracting authority by the Superintendent to the Director of Purchasing shall be in writing and shall specify the maximum obligation permitted up to **$315,000**.

B. Emergency Purchases

Notwithstanding the general limit on the Superintendent's authority to enter into contracts involving expenditure of public funds in an amount no greater than **$949**,999.99, the Superintendent is authorized to approve and execute contracts on behalf of the District involving expenditure of public funds and in accordance with F.A.C. 6A-1.012 may dispense with the requirements for competitive solicitation when the Superintendent determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the School District requires emergency action.

C. Board Approval

Except as expressly provided herein, the Board shall approve and execute all contracts on behalf of the District involving expenditure of public funds in an amount of $**1050**,000.00 or more. When practical, contracts will provide a "not to exceed" amount. If subsequent events require an increase in the contract amount, a contract amendment will be submitted for Board approval. **The Board must approve additional funding before incurring expenses that exceed a Board-approved contract amount.**

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~~The Superintendent is authorized to approve and execute modification to Board-approved contracts up to an involving an additional expenditure of public funds in an amount no greater than $49,999.99.~~

Purchase Order Approval

A. Bids/Exceptions

The Superintendent is authorized to issue purchase orders in accordance with bids awarded without further action of the Board so long as the obligation created does not exceed the Board-approved contract amount and does not exceed applicable appropriation within the District budget.

B. Contracts

The approval of a contract in accordance with this policy authorizes the Superintendent to approve and issue any purchase order required to fulfill the District's obligation under the approved contract without further action of the Board.

No contract for providing supplies, equipment, or services shall be entered into with any individual or business entity in which any member of the Board or the Superintendent has any financial interest.

No Board employee may directly or indirectly purchase or recommend the purchase of goods or services from any business organization in which the employee, his/her spouse, or child has a material interest as defined by F.S. Chapter 112.

Debarment

The Director of Purchasing shall have the authority to debar a person/corporation, for cause, from consideration or award of further contracts. The debarment shall be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If suspension precedes a debarment, the suspension period shall not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period. The Director of Purchasing shall forward the debarment to the State of Florida Department of Management Services.

A. Cause of Debarment

The term "debar" or "debarment" means to remove a vendor from bidding on District work. Causes for debarment include, but are not limited to the following:

1. conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in performance of such contract

2. conviction under State or Federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property, or

any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a vendor

3. conviction under State or Federal anti-trust statutes arising out of submission of bids or proposals

4. violation of contract provisions, including:

    a. deliberate failure, without good cause, to perform in accordance with specifications or within the time limits provided in the contract(s); and

    b. a recent record of failure to perform, or of unsatisfactory performance, in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment

5. refutation of an offer by failure to provide bonds, insurance or other required certificates within the time period as specified in bid/RFP response

6. refusal to accept a purchase order, agreement, or contract, or to perform thereon, provided such order was issued timely and in conformance with the offer received

7. presence of principals or corporate officers in the business of concern who were principals within another business at the time when the other business was suspended within the last three (3) years under the provisions of this section

8. violation of the ethical standards set forth in State law

9. providing or offering to provide anything of value, including, but not limited to, a gift, loan, reward, promise of future employment, favor, or service to any employee to influence the award of contract or purchase items from a contractor

10. existence of unresolved disputes between the contractor and the District arising out of or relating to prior contracts between the District and the contractor, work performed by the contractor, or services or products delivered

11. any other cause the Director of Purchasing determines to be so serious and compelling as to affect credibility as a District vendor, including debarment by another governmental entity for any cause listed in this policy

B. Notice of Recommended Decision

The Director of Purchasing or designee shall issue a notice letter that advises the party that it is debarred or suspended. The letter shall:

1. state the reason(s) for the action taken;

2. inform the vendor of its right to petition the Board for reconsideration; and

3. notify the Board of recommended decision.

C. Right to Request a Hearing

Any person who is dissatisfied or aggrieved with the notification of the determination to debar or suspend must, within ten (10) calendar days of such notification, appeal such determination to the Board.

D. Hearing Date

The Board shall schedule a hearing at which time the person shall be given the opportunity to demonstrate why the debarment/suspension by the Director of Purchasing should be overturned. All parties shall be given notice of the hearing date.

Revised 11/14/17
Revised 8/11/20
Revised 11/9/21
Revised 12/13/22

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Legal

F.S. 50.0311
F.S. 119.0701
F.S. 255.05
F.S. 255.0516
F.S. 255.0518
F.S. 282.0041
F.S. 287.056
F.S. 287.084
F.S. 287.087
F.S. 287.132
F.S. 287.133
F.S. 295.187
F.S. 1001.43
F.S. 1001.451
F.S. 1010.04
F.S. 1010.07(2)
F.S. 1010.48
F.A.C. 6A-1.012, Purchasing Policies
F.A.C. 5P-1.003, Responsibilities for the School Food Service Program

Last Modified by Tamela Moody on November 21, 2023

Part Three

Policy 7100 – Facilities Planning
Revisions to Policy 7100 are based on amendments to F.S. 1013.385 (SB 7002). The previous specific areas for flexibility are replaced with the standard "to provide a school with the ability to operate in a facility on the same basis as a charter school..." Charter schools may, but are not required, to follow SREF. See F.S. 1002.33(18). However, any exception to specified design criteria for hurricane evacuation shelters must be with concurrence of the local emergency management agency or the division of Emergency Management.

Policy 8310 – Public Records
HB 1509 exempts from Florida's Public Records Act any information that would identify whether a person has been certified to serve as a school guardian.

Policy 8406 – Reports of Suspicious Activity and Potential Threats to Schools
Revisions to Policy 8406 include the requirement in HB 1473 that school districts provide age and developmentally appropriate instruction on FortifyFL within the first five (5) days of each school year.

Policy 8407 – Safe-School Officers
Revisions to Policy 8407 address new requirements in HB 1473 regarding certification, training, and reporting for individuals appointed as a school guardian.

Policy 8415 – Emergency and Crisis Management
The revisions to Policy 8415 are the result of SB 7002 which amended F.S. 252.38(1)(d). The revisions require that the School Board permit certain access and use of District facilities as may be required pursuant to the county emergency management plan and program.

Policy 8420 – Emergency Management, Emergency Preparedness, And Emergency Response
Revisions to this policy include the requirements of HB 1473 regarding school safety inspections and specific inspection and reporting responsibilities of the School Safety Specialist. Also included are the new school safety requirements (effective August 1, 2024) cited in F.S. 1006.07(6)(f).

Policy 9211 – Parent Organizations, Booster Clubs, and Other Outside Support Organizations
Technical revisions.

Policy 9800 – Charter Schools
In light of the frequency of revisions needed to Policy 9800, the lack of flexibility for school boards to adopt policies related to charter schools, and the reality that most charter school issues are specifically addressed in Florida Statutes, State Board of Education Rules, and charter agreements, Neola has decided to significantly revise Policy 9800 by removing provisions that merely restate portions of F.S. 1002.33. The revised Policy 9800 should require fewer revisions moving forward.

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of FACILITIES PLANNING
Code	po7100 8/5/24 fsj
Status	
Adopted	June 27, 2017
Last Revised	November 14, 2017

7100 - **FACILITIES PLANNING**

The School Board recognizes that careful, prudent planning is essential to the efficient operation of the schools and that planning must be grounded on accurate data. In order to assure that future District construction supports the educational program and responds to community needs, the Superintendent will prepare Five Year Facilities Work Plan and submit it to the Board for approval. Upon approval of the plan, the Superintendent will revise the plan and submit it to the Board for approval by October 1st annually.

The plan shall include a thorough description and analysis of local and regional demographic factors which influence general population growth and public school enrollments.

In order to apprise the Board of the continuing relevance of the District's plan, the Superintendent shall:

A. annually report to the Board on the capacity by school, attendance by school, school type and school service area, and residential growth approved in the District and its potential impact in the District;

B. prepare student enrollment projections every year and compare the actual enrollment figures to the previously projected figures to detect early, for the benefit of the Board, any changes in enrollment trends;

C. report any additional data that would assist the Board in making decisions on the capital plan.

In planning for the enlargement or modification of its facilities, the Board shall consider not only the number of children whose educational needs must be met, but also the physical requirements of the program it deems best suited to meet those needs. The District shall provide suitable accommodations to carry out the educational program of the school including provision for the disabled, pursuant to law and regulation.

Exceptions to Construction Requirements; Hurricane Evacuation Shelters

The Board may, with a majority vote at a public meeting that begins no earlier than 5 p.m., adopt a resolution to implement one (1) or more of the exceptions to the educational facilities construction requirements described belowto provide a school with the ability to operate in a facility on the same basis as a charter school pursuant to F.S. 1002.33(18).

When a hurricane evacuation shelter deficit exists, as determined by the Division of Emergency Management, in the regional planning council region in which the District is located makes public shelter design criteria applicable, any exception to the public shelter design criteria remain subject to the concurrence of the applicable local emergency management agency or the Division of Emergency Management. The Board may not be required to build more emergency-shelter space than identified as needed in the statewide emergency shelter plan.

Revised 11/14/17

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Legal	F.S. 553.73 F.S. 1013.37 F.A.C. 6A-2.0010 Section 114, Florida Building Code

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of PUBLIC RECORDS
Code	po8310 8/5/24 fsj
Status	
Adopted	June 27, 2017
Last Revised	May 24, 2022

8310 - **PUBLIC RECORDS**

The School Board recognizes its responsibility to maintain the public records of this District and to make such records available for inspection and reproduction.

Exemptions from Public Records

"Public records" generally means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the School Board. Due to the growing number of exemptions set forth in Florida law, it is impracticable for the School Board to provide an all-inclusive list of every document that may be exempt from the definition of "public records". However, "public records" do not typically include student records, examination and assessment instruments, medical records, documents containing genetic information, trial preparation records, and confidential law enforcement investigatory records, all of which are legally exempt from public disclosure. The determination of whether a particular document is legally exempt will be made upon receipt of a request for release of said document as a public record.

Personally identifiable information of a dependent child of a current or former officer or employee of the School District, who is insured by a group insurance plan provided by the District, is also exempt from public records requirements as set forth in the State Constitution and State statutes. This exemption applies to all personally identifiable information held by the District.

Further, the home addresses, telephone numbers, dates of birth, and photographs of current or former human resource, labor relations, or employee relations directors, assistant directors, managers, or assistant managers whose duties include hiring and firing employees, labor contract negotiations, administration, or other personnel-related duties, as well as the names, home addresses, telephone numbers, dates of birth, and places of employment of the spouses and children of such personnel, and the names and locations of schools and daycare facilities attended by the children of such personnel, are exempt from F.S. 119.07(1) and Section 24(a), Article 1 of the State Constitution.

Any information held by the Board that would identify whether a person has been certified to serve as a school guardian is exempt from F.S. 119.07(1) and Section 24(a), Article 1, of the State Constitution.

The identity of a school or postsecondary educational institution, the personally identifiable information of any District personnel, or any specific allegations of misconduct obtained or reported pursuant to an investigation of a testing impropriety conducted by the Department of Education are confidential and exempt from the constitutional public records provisions until the conclusion of the investigation or until such time as the investigation ceases to be active.

Pursuant to State law, a complaint of misconduct against a District employee, and all information obtained pursuant to an investigation by the District of the complaint of misconduct, are confidential and exempt from inspection or copying until the investigation ceases to be active, or until the District provides written notice to the employee who is the subject of the complaint, in the manner set forth below, that the District has either:

A. concluded the investigation with a finding not to proceed with disciplinary action or file charges, or

B. concluded the investigation with a finding to proceed with disciplinary action and/or to file charges. If the investigation results in such a finding, the District shall also file a legally sufficient complaint regarding the misconduct as required by State law and Policy 8141 - Mandatory Reporting of Misconduct by Certificated Employees.

Any material that is derogatory to an employee shall not be open to inspection for an additional ten (10) days after the employee has been notified either:

A. by certified mail, return receipt requested, to his/her address of record; or

B. by personal delivery. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

Access to Public Records

Pursuant to State law, the Superintendent shall appoint a Records Management Liaison Officer (RMLO), such appointment is the Director of Communications, Family and Community Engagement, who shall serve as the primary point of contact between the District and the Division of Library and Information Services of the Florida Department of State, which is the agency responsible for the State's records management program. The Superintendent may also appoint a Custodian of Records for the District who shall be responsible for implementing the requirements in State law and the State's records management program regarding the public records maintained by the District.

Any individual may inspect and request copies of public records of this District during the regular business hours of the office in which such records are maintained. The District may not require requests for public records to be in writing, nor may the person requesting the information be required to disclose name, address, or phone number unless specifically required to do so by law. The Custodian of Records is authorized to grant or refuse access to the records of this District in accordance with the intent of this policy and applicable law.

Every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision of the custodian of public records.

A District employee who has custody of public records may designate another District employee to permit the inspection and copying of public records, but must disclose the identity of the designee to the person requesting to inspect or copy the public records.

No record in a personnel file which is confidential and exempt from inspection and copying pursuant to applicable law shall be disclosed except as provided by applicable law.

A custodian of public records and/or his/her designee must promptly acknowledge, in writing, requests to inspect or copy records promptly and respond to such requests in good faith. A good-faith response includes making reasonable efforts to determine from other officers or employees of the School District whether such a record exists, and, if so, the location at which the record can be accessed. Upon determination that the requested record exists, it must be reviewed to determine whether it contains any information that would be statutorily exempt from public inspection or copying as provided by law. See Policy 8350 – Confidentiality.

Duplicated copies or certified copies of the District's public records shall be provided upon payment of the appropriate fee set forth in the Florida statutes. If the nature or volume of the public records requested will require extensive use of information technology resources or more than fifteen (15) minutes of clerical or supervisory assistance by District personnel, a special service charge attributable to the extensive use of the information technology resources and/or the labor cost of the personnel providing the service will be collected as permitted by State law.

In addition, the actual cost of duplication will be collected for copies of the District's public records in a form other than a duplicated copy. The special service charge will also be collected if the requested copies of the public records in a form other than duplicated copy will require extensive use of information technology resources or more than fifteen (15) minutes of clerical or supervisory assistance by District personnel as permitted by State law.

If the request for copies of a public record in any form could result in the collection of a special service charge, an estimate of the fee that will be due and payable shall be provided to the requestor. The duplication of the requested records will commence upon payment of the estimated fee by the requestor.

No public record may be removed from the office in which it is maintained, except by a Board employee in the course of the performance of his/her duties.

All District records will be maintained in accordance with general records schedules GS1-SL and GS7, as established by the Department of State.

Revised 5/24/22

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Legal

F.S. Chapter 119

F.S. 119.071(2)(k)

F.S. 257.36(5)(a)

F.S. 286.011

F.S. 1002.221

F.S. 1003.25(1)

20 U.S.C. 1232g

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

29 C.F.R. Part 1635

Article I, Section 24, State Constitution

F.A.C. 1B-24.001

F.A.C. 1B-24.003

F.A.C. 1B-26.0021

F.A.C. 1B-26.003

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of REPORTS OF SUSPICIOUS ACTIVITY AND POTENTIAL THREATS TO SCHOOLS
Code	po8406 8/5/24 fsj
Status	
Adopted	August 11, 2020
Last Revised	May 24, 2022

8406 - **REPORTS OF SUSPICIOUS ACTIVITY AND POTENTIAL THREATS TO SCHOOLS**

It is vitally important that local public safety agencies and school officials be made aware of potential threats to schools as quickly as possible. All employees shall, and students and members of the community are strongly encouraged, to promptly make reports concerning unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to local public safety agencies and/or school officials. The following is a non-exhaustive list of mechanisms to disclose such information by:

A. contacting local law enforcement agencies, including the Manatee County Sheriff's Office, Bradenton Police Department, Palmetto Police Department or Holmes Beach Police Department;

B. utilizing the Florida Department of Education's mobile suspicious reporting tool ("FortifyFL");

C. contacting the District's School Safety Specialist as follows:

1. in person at 1 Matzke Way Blvd #9, Bradenton, FL 34208;

2. via-telephone at (941) 708-8800 ext 44071;

3. via email at safetyandsecurity@manateeschools.net;

D. calling 9-1-1.

In addition, employees must also report unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to the Chief of Safety & Security or his/her designee.

The identity of the reporting party and any other information received by school officials through the Florida Department of Education's mobile suspicious reporting tool is confidential and exempt under Florida's Public Records Act.

The District shall provide instruction on FortifyFL within the first five (5) days of school each year. The instruction must be age and developmentally appropriate and include the consequences of making a threat or false report.

Technical Correction 5/24/22

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Legal	F.S. 119.07
	F.S. 943.082
	F.S. 1006.07
	F.A.C. 6A-1.0018

8407 - SAFE-SCHOOL OFFICERS

For the protection and safety of students, school personnel, visitors, and property, the District shall partner with local law enforcement agencies to establish or assign one or more safe-school officers at each school facility in the District, including charter schools. A Safe-School officer shall be present, at a minimum, during the school day when the school facility is open for instruction as defined by the approved school calendar (See, Policy 8210 - *School Calendar*).

Definitions

"Safe-School officer" means a school resource officer, a school-safety officer, a school guardian, or a school security guard, as identified in F.S. 1006.12.

"School facility" means a public K-12 school, including a charter school, with a Master School Identification Number (MSID) number as provided under F.A.C. 6A-1.0016, with the following exceptions:

A. Schools with separate MSID numbers that are located at the same physical location and are co-located with each other are a single-school facility.

B. Schools that are located at separate physical locations and are not co-located, but share one MSID number are separate school facilities.

C. A school facility does not include:

1. schools without a physical location for instruction of students, such as virtual schools, virtual instruction programs, virtual course offerings, franchises of the Florida Virtual School and virtual charter schools;

2. settings where instruction is provided in a county jail or state prison, in a Department of Juvenile Justice facility or program, in a hospital, or while a student is homebound;

3. schools that provide only prekindergarten or adult education;

4. technical centers under F.S. 1004.91; and

5. private schools, regardless of whether or not their students receive State scholarship funds under F.S. Chapter 1002.

Training

Safe-School officers must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training shall improve officers' knowledge and skills as first responders to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.

Limitations

An individual must satisfy background screening, psychological evaluation, and drug test requirements and be approved by the Manatee County Sheriff before participating in any training required by F.S. 30.15(1)(k) which may be conducted only by a sheriff.

School Resource Officers

The School Board will enter into cooperative agreements with law enforcement agencies for the provision of school resource officers. School resource officers must be certified law enforcement officers as defined in F.S. 943.10(1) and employed by a law enforcement agency as defined in F.S. 943.10(4). School resource officers shall:

A. undergo criminal background checks, drug testing, and a psychological evaluation; and

B. abide by Board policies and consult with and coordinate activities through school principals.

With respect to matters relating to employment, school resource officers shall be responsible to their law enforcement agency, subject to agreements between the Board and law enforcement agency. Activities conducted by school resource officers which are part of the regular instructional program of schools shall be under the direction of school principals.

The powers and duties of law enforcement officers shall continue throughout school resource officers' tenure.

School Guardians (The Coach Aaron Feis Guardian Program)

The Board utilizes school guardians pursuant to The Coach Aaron Feis Guardian Program.

The Superintendent shall be responsible for appointing school guardians. Prior to appointing school guardians, the Superintendent must verify through evidence provided by the Manatee County Sheriff that potential school guardians have met all the requirements set forth in F.S. 30.15.

The guardian training program must include twelve (12) hours about responding to and de-escalating incidents on school premises.

The District must report to the Florida Department of Law Enforcement (FDLE) the name, date of birth, and appointment date of each person appointed as a guardian, as well as the date of separation if a guardian leaves the assignment.

School guardians do not have the power of arrest or the authority to act in any law enforcement capacity except to the extent necessary to prevent or abate an active assailant incident.

In support of school-sanctioned activities for purposes of F.S. 790.115, the following individuals may serve as a school guardian:

A. a District employee or personnel as defined under F.S. 1002.01 who volunteers to serve as a school guardian in addition to his/her official job duties; or

B. a District employee who is hired for the specific purpose of serving as a school guardian.

Prior to appointing school guardians, the Superintendent must provide the Board with evidence from the Manatee County Sheriff demonstrating that potential school guardians have met all the requirements set forth in F.S. 30.15.

Pursuant to Florida State Board of Education Rule 6A-1.0018, Florida schools are also required to establish a policy for safe-school officer assignment outside the regular school day, including during, before, and after school, summer school, during extracurricular activities, and for school-sponsored events.

School administration is responsible for determining if safe-school officers are needed for extracurricular activities and after-school events. School administration will consider the number of persons present, the ratio of staff members to students, and any other safety and security measures available.

The School Safety Specialist, in consultation with the Chief of Safety & Security, Law Enforcement, and the learning community and/or Executive Directory of Secondary Schools, may require schools to add or implement additional safety and security measures for extracurricular activities and after-school events.

Safe-School officers will be assigned during the summer session based on the availability of resources.

Notification of Incidents Involving Safe-School Officer Discipline, Dismissal or Discharge of a Firearm

A. Discharge of a Weapon

"Discharge" means to fire a gun or firearm.

The Superintendent must notice the Office of Safe Schools when a Safe-School officer assigned to any school facility in the District discharges a firearm in the exercise of Safe-School officer duties, other than for training purposes, as provided in F.S. 1006.12 (5). Notification must be made no later than seventy-two (72) hours of the incident by submitting Form SSON-2021 to SafeSchools@fldoe.org.

The Superintendent is also responsible for notifying the Manatee County Sheriff immediately after, but no later than seventy-two (72) hours after, a Safe-School Officer discharges their firearm in the exercise of their duties other than for training purposes. the occurrence of the following:

B. Dismissal or Discipline

"Dismissal" means a Safe-School officer is permanently relieved of their position. Dismissal or termination is involuntary and initiated by the employer, including firings or other discharges for cause. "Discipline" means a Safe-School officer received a behavior-related official reprimand.

The Superintendent must notify the Office of Safe Schools when a Safe-School officer assigned to a school facility in the District has been disciplined for misconduct or has been dismissed from their duties as a Safe-School officer by their employer, including in cases where the officer is reassigned or moved to another school location, whether by a school district, charter school, law enforcement agency, or private security company, as provided F.S. 1006.12 (5). Notification must be made no later than seventy-two (72) hours of the dismissal or disciplinary action by submitting Form SSON-2021 to SafeSchools@fldoe.org.

C. The Superintendent must notify the Office of Safe Schools when there is an allegation of misconduct that results in a Safe-School officer being placed on administrative leave or reassigned pending completion of an investigation using the procedure set forth in F.A.C. 6A-1.0018 (18)(b)1. Within fifteen (15) days of completion of the investigation, updated information regarding the result of the investigation must be provided to the Office of Safe Schools.

The Superintendent is also responsible for notifying the Manatee County Sheriff immediately after, but no later than seventy-two (72) hours after, a Safe-School Officer is dismissed for misconduct or disciplined.

D. The Superintendent shall adopt and implement procedures to verify that charter schools, law enforcement agencies, and private security firms employing or contracting with Safe-School officers timely report discipline and dismissal of Safe-School officers and any discharge of an officer's weapon outside of training activities, so that the District can meet the reporting requirements under Florida law.

Crisis Intervention Training

Each Safe-School Officer who is also a sworn law enforcement officer must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training must improve the officer's knowledge and skills as a first responder to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.

Each Safe-School Officer who is not a sworn law enforcement officer must receive training to improve the officer's knowledge and skills necessary to respond to and de-escalate incidents on school premises.

Revised 7/27/21
Revised 3/8/22
Revised 12/13/22
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Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of EMERGENCY AND CRISIS MANAGEMENT
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8415 - **EMERGENCY AND CRISIS MANAGEMENT**

The School Board recognizes that the use of its facilities and transportation services can be invaluable to this community in a crisis or emergency. Therefore, in the event of a local or State emergency and upon the request of the local emergency management agency, the District shall participate in the emergency management effort by providing its facilities for use as emergency congregate shelters and by providing personnel necessary to ~~staff~~access them or perform other duties related to the facilities as may be required pursuant to the county emergency management plan and program. Additionally, if needed, the District shall coordinate the use of its vehicles and transportation personnel with the local emergency management agency to facilitate an emergency evacuation or for other related purposes.

The Board authorizes the Superintendent to establish a crisis management team whose members shall be trained in various emergency procedures.

If a life-threatening emergency is anticipated in or near the District, crisis management team members, as well as the principals and other designated personnel of schools serving as emergency congregate shelters, shall make themselves available as needed. Unless otherwise designated, the principal of each school serving as a congregate shelter shall be the "shelter manager" and shall be responsible for all aspects of the operation of the emergency congregate shelter.

The Board recognizes that exempt and nonexempt employees who serve on the crisis management team and who staff the congregate shelters during a declared emergency will be providing services that exceed their contractual obligations by working on days and at times when other District employees are not required to be on duty. In addition to receiving their regular pay in accordance with the Board-adopted salary schedule for their position, the Board shall pay supplements to those employees who perform duties in direct support of the District's congregate sheltering operations on days when other District employees are not required to be on duty in accordance with the schedule for such emergency service that is adopted by the Board. Nonexempt staff members who receive such supplements shall also receive one and one-half (1 1/2) times the established rate in the Board-approved schedule for such emergency service for hours worked beyond forty (40) hours in a seven (7) day period. In any case, the pay received shall be considered extra compensation and shall not be part of the employee's base salary prospectively.

Following the use of District facilities as congregate shelters, the Superintendent shall calculate the amount spent during the period the facilities were used for congregate shelters that is above and beyond the usual and customary expenses to operate the facilities during that time period for the following:

A. utilities (e.g., power, water, and telephone),

B. generator usage (rental costs and/or fuel required),

C. costs related to use of buses and other vehicles, excluding operator costs.

The Superintendent is authorized to submit the itemized total expended by the District for extra compensation for exempt and nonexempt staff, as well as the additional amount expended for the operation of the District facilities used as congregate shelters, to the Federal Emergency Management Agency (FEMA) for reimbursement. The Board shall be informed of the amount of reimbursement requested from FEMA at the next regularly-scheduled Board meeting.

During local or State emergency, based upon the health, safety, and welfare to the employee and others, the Superintendent is authorized to direct an employee to shelter in place. The employee will be fully compensated their normal rate of pay and any shift differential in pay during such time period.

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F.S. 252.38

F.S. 252.385

F.S. 1001.41

F.S. 1001.42

F.S. 1001.43

F.S. 1006.07

F.S. 1013.10

F.S. 1013.372

8420 - EMERGENCY MANAGEMENT, EMERGENCY PREPAREDNESS, AND EMERGENCY RESPONSE AGENCIES

Emergency Management and Emergency Preparedness

The School Board recognizes that its responsibility for the safety of students and staff requires that it formulate and prescribe in consultation with appropriate public safety agencies emergency management and emergency preparedness procedures for all public schools in the District, including emergency notification procedures for life-threatening emergencies, including, but not limited, fires; natural disasters; bomb threats; weapon-use, hostage and active assailant situations; hazardous materials or toxic chemical spills; weather emergencies, including hurricanes, tornadoes, and severe storms; and exposure as a result of a manmade emergency and that such emergencies are best met by preparedness and planning. Such procedures shall meet the requirements of the State Board of Education rules.

Policies and procedures for emergency drills and fire drills shall be developed in consultation with the appropriate public safety agencies, including at a minimum, law enforcement, fire service, and emergency management.

The active assailant situation training for each school must engage the participation of the School Safety Specialist, threat assessment team members, faculty, staff, and students and must be conducted by the law enforcement agency or agencies that are designated as first responders to each school's campus.

Pursuant to Policy 8405 - *School Safety and Security*, the Superintendent (in conjunction with the School Safety Specialist) shall develop, and revise as necessary, a School Safety Plan to provide for the safety and welfare of the students and staff, as well as a system of emergency preparedness and accompanying procedures that provide for the following:

A. a listing of the commonly used alarm system response for specific types of emergencies and verification by each school that drills have been provided as required by law, State Board of Education rules, and fire protection codes (such drills shall include accommodations conducted at exceptional student education centers);

B. the health and safety of students and staff are safeguarded;

C. embraces a collaborative effort with community emergency responders;

D. the time necessary for instructional purposes is not unduly diverted;

E. minimum disruption to the educational program occurs;

F. students are helped to learn self-reliance and trained to respond sensibly to emergency situations;

G. the system is supported by ongoing training that will include practical application and appropriate "drills" as required by F.S. 1001.42;

H. evacuation drills should represent actual emergencies, including, but not limited to firearm, natural disasters, and bomb threats;

I. emergency egress and relocation drills (including, but not necessarily limited to, fire drills) in accordance with the requirements of the Florida Fire Prevention Code, the Fire Code (NFPA 1), and the Life Safety Code (NFPA 101);

J. drills for active assailant and hostage situations must be conducted in accordance with developmentally appropriate and age-appropriate procedures as specified in State Board of Education rules and

   Law enforcement officers responsible for responding to the school in the event of an active assailant emergency, as determined necessary by the sheriff in coordination with the District's School Safety Specialist, must be physically present on campus and directly involved in the execution of active assailant drills. The District's School Safety Specialist must notify law enforcement officers at least twenty-four (24) hours before conducting active assailant emergency drills at which such law enforcement officers are expected to attend.

K. floor plans of each school must be provided to all community emergency responders in support of evacuation procedures.

The District shall comply with the school safety requirements in accordance with F.S. 1006.07(6)(f), including the following:

A. All gates or other access points that restrict ingress to or egress from a school campus shall remain closed and locked when students are on campus. A gate or other campus access point may not be open or unlocked, regardless of whether it is during normal school hours, unless:

   1. attended or actively staffed by a person when students are on campus;

   2. the use is in accordance with a shared use agreement pursuant to F.S. 1013.101; or,

   3. the School Safety Specialist, or designee, has documented in the Florida Safe Schools Assessment Tool portal maintained by the Office of Safe Schools (OSS) that the gate or other access point is not subject to this requirement based upon other safety measures at the school. The office may conduct a compliance visit pursuant to F.S. 1001.212(14) to review if such determination is appropriate.

B. All school classrooms and other instructional spaces must be locked to prevent ingress when occupied by students, except between class periods when students are moving between classrooms or other instructional spaces. If a classroom or other instructional space door must be left unlocked or open for any reason other than between class periods when students are moving between classrooms or other instructional spaces, the door must be actively staffed by a person standing or seated at the door.

C. All campus access doors, gates, and other access points that allow ingress to or egress from a school building shall remain closed and locked at all times to prevent ingress, unless a person is actively entering or exiting the door, gate, or other access point or the School Safety Specialist, or designee, has documented in the Florida Safe Schools Assessment Tool portal maintained by the Office of Safe Schools that the open and unlocked door, gate, or other access point is not subject to this requirement based upon other safety measures at the school. The office may conduct a compliance visit pursuant to F.S. 1001.212(14) to review if such determination is appropriate. All campus access doors, gates, and other access points may be electronically or manually controlled by school personnel to allow access by authorized visitors, students, and school personnel.

D. All school classrooms and other instructional spaces must clearly and conspicuously mark the safest areas in each classroom or other instructional space where students must shelter in place during an emergency. Students must be notified of these safe areas within the first ten (10) days of the school year. If it is not feasible to clearly and conspicuously mark the safest areas in a classroom or other instructional space, the school safety specialist, or designee, must document such determination in the Florida Safe Schools Assessment Tool portal maintained by the OSS, identifying where affected students must shelter in place. The OSS shall assist the School Safety Specialist with compliance during the inspection required under F.S. 1001.212(14).

Persons who are aware of a violation of the requirements must report the violation to the Principal. The Principal must report the violation to the school safety specialist no later than the next business day after receiving such report. If the person who violated this paragraph is the Principal or charter school administrator, the report must be made directly to the Superintendent or charter school governing board, as applicable.

Instructional and administrative personnel as well as educational support employees and managers as defined in F.S. 1012.01 who knowingly violate school safety requirements shall be subject to the District's progressive discipline policy.

All threats to the safety of District facilities, students, and staff shall be identified by appropriate personnel and responded to promptly in accordance with the plan for emergency preparedness. Any aspect of the emergency preparedness plan and/or procedures that are included in the School Safety Plan shall remain confidential and exempt from public records disclosure in accordance with State law.

The Superintendent, as part of the development of the emergency preparedness plan and procedures, shall establish a schedule to test the functionality and coverage capacity of all emergency communication systems and determine if adequate signal strength is available in all areas of school campuses.

Completion of emergency drills shall be documented at all school facilities in the District.

An after-action report must be completed following each emergency drill and fire drill. After-action reports must:

A. identify the type of drill, location and date of the drill, participants, and involvement of law enforcement or other public safety agencies;

B. describe actions taken by participants;

C. analyze areas of success and areas where improvement is needed;

D. include input from public safety agencies; and,

E. include a plan for corrective action.

After-action reports must be submitted to the District school safety specialist for review fifteen (15) calendar days following completion of the drill.

The District shall maintain a record that is accessible at each school or by the OSS of all current school year and prior school year drills conducted, including the names of law enforcement personnel present for each active assailant emergency drill.

Alyssa's Alert/Mobile Panic Alert System

In accordance with the requirements of F.S. 1006.07, the District shall implement a mobile panic alert system. The District will select a system under contract with FL DOE or procure a different system. The District will maintain current listings of mobile panic alert systems implemented by all public schools, including charter schools, within the District. Such list shall include the school name, address, and MSID number, and vendor or application implemented. The list will be provided to the Office of Safe Schools via email by August 1, 2022, and will be updated within five (5) school days of a school opening or closing, or when any other change occurs that impacts the accuracy of District-provided information.

The District's mobile panic alert system will include mobile devices placed throughout each school campus. In determining the number and placement of devices needed to afford all staff members the ability to silently and easily activate a panic alert in the event of an on-campus emergency, the District will consider using a combination of fixed panic alert buttons, mobile and desktop applications, landline phone capabilities, and wearable panic alerts (such as on a lanyard).

The District's policies and procedures related to Alyssa's Alert/Mobile Panic Alert Systems will be developed in consultation with the County 911 authority and local emergency management office to ensure that the system integrates with local public safety answering point (PSAP) infrastructure to transmit calls and mobile activations.

Parents of District students will be timely notified pursuant to procedures adopted by the Superintendent of threats and the following unlawful acts and significant emergencies that occur on school grounds, during school transportation, or during school-sponsored activities:

A. weapons possession or use when there is intended harm toward another person, hostage, and active assailant situations;

B. murder, homicide, or manslaughter;

C. sex offenses, including rape, sexual assault, or sexual misconduct with a student by school personnel;

D. natural emergencies, including hurricanes, tornadoes, and severe storms.

E. exposure as a result of a manmade emergency.

The information in this section shall be part of the School Safety and Security Plan, and, therefore, confidential.

F.S. 1006.07(6)(f)

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Florida Fire Prevention Code (F.S. 633.202)

F.S. 1001.43

F.S. 1006.07

F.S. 1006.07(6)(f)

F.S. 1013.13

Fire Code (NFPA 1)

Life Safety Code (NFPA 101)

F.A.C. 6A-1.0018

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Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of PARENT ORGANIZATIONS, BOOSTER CLUBS, AND OTHER OUTSIDE SUPPORT ORGANIZATIONS
Code	*po9211 fsj 5/29/24 found this in drafts in the 9000 section. Check if it has been adopted
Status	
Adopted	October 23, 2018

9211 - PARENT ORGANIZATIONS, BOOSTER CLUBS, AND OTHER OUTSIDE SUPPORT ORGANIZATIONS

The School Board appreciates the efforts of all organizations whose objectives are to enhance the educational experiences of District students, to help meet educational needs of students and/or provide extra educational benefits not provided for, at the time, by the Board.

Parent Organizations

The Board supports all parents whose objectives are to promote the educational experiences of District students. However, in using the name of the District or its schools and in organizing a group whose identity derives from a school(s) of this District, the parent organization must share responsibility with the Board for the welfare of participating students. Any new parent organization desiring to use the name or offices of the District must obtain the approval of the Principal as a prerequisite to organizing. The nonstudent organization agreement must be signed annually by the organization and principal. This agreement provides the guidelines for operating. Parent organizations must have an active membership status as required by the parent organization. Failure to comply will void the agreement with the school and will be converted to a school-based organization of the school.

Booster Clubs and Other Outside Support Organizations

Outside support organizations shall allow participation by parents, District staff, and members of the community. All meetings should be communicated to the school and be open to the public. Outside support organizations shall not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability (including HIV, AIDS, or sickle cell trait), marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively "protected classes"). Persons shall not be excluded from participation in outside support organizations based upon the extent or level of their past participation.

Representatives and members of approved school-related organizations shall in all circumstances be treated by District employees as interested friends of the schools and as supporters of public education in the School District.

The Board will not tolerate any undue pressure, harassment, or intimidation designed to coerce parents or teachers into membership in one (1) organization as opposed to another.

The Board relies upon approved organizations to operate in a manner consistent with public expectations for the schools and reserves the right to withdraw sponsorship from organizations which violate the bounds of community taste.

These needs may be educational to parents and/or children. In addition to parents, membership should be made available to District staff and members of the community.

Outside support organizations shall obtain their own tax identification number and submit and a W-9 and bylaws to the principal for review and approval in addition to any other documents required by Federal or State law and/or Board policies.

Outside support organizations shall indemnify and hold the Board harmless from and against any and all claims and causes of action whatsoever arising out of or related to outside support organization acts and omissions in carrying out their activities. Outside support organizations shall purchase liability insurance (riders – self-insured) to cover such indemnification and to protect the outside support organization and Board against claims for damage or injury resulting

from any act or omission on the part of the outside support organization. The amount of insurance coverage shall not be less than $1,000,000 and the outside support organization shall provide the Board with sufficient documentation demonstrating that the Board is named as an additional insured on the policy.

School-Based Organizations

School-based organizations include, but are not necessarily limited to, clubs, classes and departments, and other school-sponsored groups.

All fund-raising activities must be approved by the principal. The financial transactions of each school organization shall be accounted for in the school internal funds. All funds handled by Board employees during normal working hours shall be included in and become part of the internal funds of the school unless accounted for in the District-level accounting system. All school organizations, or organizations operating in the name of the school, that obtain money from the public shall be accountable to the Board for receipt and expenditure of those funds in the manner prescribed by the Board. If approved by the Board, a school-based, direct-support organization as defined under F.S. 1001.453 may have all financial transactions accounted for in school internal funds.

Funds collected by and used for the benefit of faculty and staff may be exempt from the preceding requirements if authorized by the Superintendent.

Student participation in fund-raising activities shall not be in conflict with the program as administered by the Board and shall be in compliance with Policy 5830 and Policy 6610.

The objective of fund-raising activities by a school, by any group within a school, or in the name of a school shall not conflict with programs as administered by the Board.

Funds collected shall be expended to benefit those students of the particular school raising funds in school unless those funds are being collected for a specific documented purpose or are generated by career education production shops. Career education production revenues shall benefit the students or program that generated the funds or the student body. Those internal account funds designated for general purposes shall be used to benefit the student body.

Collecting and expending of school internal account funds shall be in accordance with Chapter 8 of the Financial and ~~&~~ Program Cost Accounting and~~&~~ Reporting for Florida Schools, 2023Red Book ~~2014~~. Sound business practices shall be observed in all transactions.

Each school organization shall be subject to audit upon request by the District at the expense of the school-based organization.

For any fund-raisers by student clubs and organizations, parent groups, or boosters clubs that involves the sale to students of food items and/or beverages that will be consumed on campus, the food and/or beverages items to be sold shall comply with the current USDA Nutrition Standards for the National School Lunch and School Breakfast Programs, the USDA Smart Snacks in Schools regulations, F.A.C. 5P-1.003, and applicable State law, unless the Food Service Director grants an exception to this requirement pursuant to F.A.C. 5P-1.003. If approved, fund-raisers that involve the sale of food items or beverages to students on campus must be consistent with regulations established in Policy 8550, Competitive Foods, whether those food items and beverages are compliant with, or an exception to, the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in Schools regulations.

If an exception is granted to the requirement that food items and beverages available for sale to students on campus between one (1) hour after the last lunch period and thirty (30) minutes after the end of the school day are compliant with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in Schools regulations, the Principal shall also comply with all requirements set forth in F.A.C. 5P-1.003, including the maintenance of required records.

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7 C.F.R. 210.11

42 U.S.C. 1779

F.S. 1001.41

F.S. 1001.42

F.S. 1001.43

F.S. 1010.01

F.S. 1010.20

F.S. 1011.07

F.A.C. 5P-1.003, Responsibilities for the School Food Service Program

F.A.C. 6A-1.001, District Financial Records

F.A.C. 6A-1.087, School Board Responsible for Internal Funds

F.A.C. 6A-1.091, Purchases from Internal Funds

Chapter 8, Financial and Program Cost Accounting and Property for Florida Schools, 2014

9800 - **CHARTER SCHOOLS**

F.S. 1002.33 empowers the School Board with oversight responsibility for all charter schools situated within ____Manatee_____ County, Florida. The Board designates the Superintendent to receive and review all charter applications. The Superintendent shall recommend to the Board the approval or denial of each charter application and charter contract as required by State law. The Board shall have final authority, by majority vote, to approve or deny any application and charter contract submitted to the Board within the time frame set forth in State law.

Approved charter schools are public schools and shall receive goods and services from the Board as required by law and/or specified through a contract with the Board.

If approved, the initial charter shall be for a term of five (5) years, excluding two (2) planning years. The Board may renew charters under the conditions and for terms as set forth in State law.

In addition, a charter school that satisfied the requirements set forth in State law for designation as a high-performing charter school may receive a modification of its term to fifteen (15) years or a fifteen (15) year charter renewal. The charter may be modified or renewed for a shorter term at the option of the high-performing charter school.

The Board shall enter into a charter with a ~~charter operator and the focus is on three (3) areas of charter school operation: academic accountability, fiscal management, and governance~~charter school utilizing the State-approved Florida Standard Charter Contract. The Board, as sponsor, shall perform the duties provided in F.S. 1002.33 and as otherwise required by law.

~~Student academic achievement for all students is the most important factor when determining whether to renew or terminate a charter. Additionally, the Board has the right to non-renew or terminate any charter only if the Board expressly finds that one (1) of the following grounds exists by clear and convincing evidence~~Charter contracts may be non-renewed or terminated as set forth in the charter contract or as otherwise permitted under State law. Such conditions may include, but are not necessarily limited to, when a charter school:

A. fails to participate in the State's education accountability system created in F.S. 1008.31, or fails to meet the requirement for student performance as specified in the charter;

B. fails to meet generally accepted standards of fiscal management due to deteriorating financial conditions or financial emergencies determined pursuant to F.S. 1002.345; and/or

C. materially violates the law.

Application Procedure

Potential applicants should send letters notifying the Board of their intent to submit an application to open a public charter school not later than July 1st. Such correspondence should be directed to ~~[ ] the office of the Superintendent~~ [x] _Department of District Support_____. Failing to send the letter of intent will in no way negatively impact the application.

Applicants must submit the State-approved Standard Charter School Application along with all documents required by State law.

Applicants anticipating a request for District services (i.e., transportation, payroll services, use of facilities, etc.) must include a proposed contract for each service desired.

~~**Controlled Open Enrollment**~~

~~If a charter school in the District chooses to offer controlled open enrollment, the charter school shall comply with all Florida controlled open enrollment laws (F.S. 1002.31).~~

~~**Pre-Opening Requirements**~~

~~No later than thirty (30) days prior to the initial use of the facility by the school, the school shall have an approved contract and provide evidence of all necessary permits, licensing, zoning, use approval, facility certification and other approvals required for use of the facility by the local government. Failure to comply may result in automatic rescission of the contract, with no further action by the Board. A certificate of occupancy or a temporary certificate of occupancy must be provided to the Board no later than fifteen (15) calendar days before the first day of school.~~

School Governance/Management

A. Charter schools shall organize or be operated by a not-for-profit organized pursuant to F.S. Chapter 617, a municipality, or another public entity, as provided by law.

B. Charter School's Governing Board Requirements

1. The charter school's governing board shall be solely responsible for the operation of the charter school which includes, but is not limited to, school operational policies; academic accountability; and financial accountability.

   As required by State law, each charter school's governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. Furthermore, this representative must reside in the District in which the charter school is located. The individual serving as the parental involvement representative must reside in the District and may be a governing board member, charter school employee, or an individual with whom the charter school contracts to represent the board in this capacity. If the governing board oversees more than one charter school in the District, a representative to facilitate parental involvement shall be appointed for each school. The name and contact information for the representative must be provided in writing to parents of children enrolled in the charter school at least annually and must also be prominently posted on the charter school's website. Governing board members are not required to reside in the District if the charter school otherwise complies with the terms of this paragraph.

   The charter school's governing board shall hold at least two (2) public meetings per school year in the District. The meetings must be noticed, open, and accessible to the public and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. The appointed representative to facilitate parental

involvement and the principal or director or his/her equivalent must be physically present at each meeting. Members of the governing board or any member of a committee formed or designated by the governing board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under F.S. Chapter 120.

2. Governing board members must:

    a. notify the Board of changes in membership within forty-eight (48) hours of change; and

    b. successfully fulfill a background check by the Board, as specified by law upon appointment to the governing board.

Costs of background screening shall not be borne by the charter school.

3. Governing board members must develop and approve by-laws that govern the operations of the board and the charter school prior to execution of the charter contract and annually consult with charter school staff to refine overall policy decision-making of the charter school as it regarding curriculum, financial management, and internal controls.

4. Governing board members and their spouses are prohibited by State law from serving as an employee of the charter school or receive compensation, directly or indirectly, from the charter school's operations, including but not limited to: grant funds; lease/mortgage payments; or contracted service fees.

5. Governing board members must participate in FLDOE sponsored charter school governance training to ensure that each board member is aware of his/her duties and responsibilities, pursuant to State Board Rule F.A.C. 6A 6.0784:

    a. Each governing board member must complete a minimum of four (4) hours of instruction focusing on Government in the Sunshine, conflicts of interest, ethics, and financial responsibility as specified in F.S. 1002.33(9)(k). After the initial four (4) hour training, each member is required, within the subsequent three (3) years and for each three (3) year period after that to complete a two (2) hour refresher training on the four (4) topics above in order to retain his/her position on the charter school board. Any member who fails to obtain the two (2) hour refresher training within any three (3) year period must take the four (4) hours of instruction again in order to remain eligible as a charter school board member.

    b. New members joining a charter school board must complete the four (4) hour training with ninety (90) days of appointment to the board.

6. Dispute Procedures (Board versus Charter School Governing Board)

    Application, nonrenewal, and termination decisions are not subject to this dispute resolution process and must follow the procedures in F.S. 1002.33,

Board policy, and the charter contract. Nothing contained herein shall operate to limit a charter school's rights to utilize the dispute resolution procedures set forth in F.S. 1002.33.

a. The Board and the charter school agree that the existence and the details of a dispute notwithstanding, both parties shall continue without delay their performance under the charter contract, except for any performance, which may be directly affected by such dispute.

b. Either party shall notify the other party that a dispute exists between them. The notification shall be in writing and shall identify the article and section of the contract that is in dispute and the grounds for the position that such article and section is in dispute. The matter shall be immediately submitted to the Board and the charter school's director for further consideration and discussion to attempt to resolve the dispute.

c. Should the representatives named in paragraph b above be unable to resolve the dispute within ten (10) days of receipt of written notification by one to the other of the existence of such dispute, then the matter may be submitted by either party to the Superintendent and to the school's governing board chair for further consideration and discussion to attempt to resolve the dispute.

d. Should the parties still be unable to resolve their dispute within thirty (30) days of the date of receipt of written notification by one to the other of the existence of such dispute, then either party may proceed with utilizing the dispute resolution procedures set forth in F.S. 1002.33.

7. Conflict Resolution (Charter School versus Parents/Legal Guardians, Employees, and Vendors)

a. All conflicts between the charter school and the parents/legal guardians of the students enrolled at the charter school shall be handled by the charter school or its governing board. The procedures for handling such conflicts must be set forth in the charter contract.

b. Evidence of each parent's acknowledgment of the charter school's Parent Conflict Resolution Process shall be available for review upon request by the Board.

c. All conflicts between the charter school and the employees of the charter school shall be handled by the charter school or its governing board.

d. All conflicts between the charter school and vendors of the charter school shall be handled by the charter school or its governing board.

e. The Board shall be provided with the name and contact information of the parties involved in the charter school's conflict resolution process. The Board shall be notified immediately of any change in the

contact information.

C. Management Companies

1. If a management company or a combination of contracted professionals will be managing the charter school, the contract(s) between the charter school and company(ies) shall be submitted to the Board for review prior to the approval of the charter school's contract. If a decision to hire any of these entities occurs subsequent to the execution of the charter contract or amendment, the contract(s) between the charter school and company(ies) shall be submitted to the Board at least ten (10) days before any payment is made to any of the entities.

2. Any proposed amendments to the contract with the management company shall be submitted to the Board for approval prior to execution of that amended contract with the management company by the charter school. A copy of all executed contracts must be provided to the Board within the timeframe provided by the charter contract.

3. All management company contracts with the charter school must make it clear that the charter governing body shall retain and exercise continuing oversight over all charter school operations and must contain provisions specifying the ability for the charter school to terminate the contract and must comply with terms as stated in the charter contract between the charter school and the Board. Any default or breach of the terms of the charter contract by the management company(ies) shall constitute a default or breach of the charter contract by the charter school.

4. Neither employees of the management company nor relatives of the management company's employees as defined in F.S. 1002.33 shall serve on the charter school's governing board or serve as officers of the charter school.

D. Voluntary Closure of Charter School

A charter may be terminated by a charter school's governing board through voluntary closure. The decision to cease operations must be determined at a public meeting. The governing board shall notify the parents and Board of the public meeting in writing before the public meeting. The governing board must notify the Board, parents of enrolled students, and FLDOE in writing within twenty-four (24) hours after the public meeting of its determination. The notice shall state the charter school's intent to continue operations or the reason for the closure and acknowledge that the governing board agrees to follow the procedures for dissolution and reversion of public funds pursuant to Florida law.

Employees of Charter Schools

A charter school shall employ or contract with employees who have undergone background screening as provided in F.S. 1012.32. Members of the governing board of the charter school shall also undergo background screening in a manner similar to that provided in F.S. 1012.32 upon appointment to the governing board.

A charter school shall disqualify instructional personnel and school administrators, as defined in F.S. 1012.01, from employment in any position that requires direct contact with students if the personnel or administrators are ineligible for such employment under F.S. 1012.315.

Charter school personnel may not appoint, employ, promote, or advance any relative, or advocate for appointment, employment, promotion, or advancement of any relative to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member. For purposes of this policy, the definition of relative shall be as it is defined in F.S. 1002.33(24)(a)(2).

Full disclosure of the identity of all relatives employed by the charter school shall be in accordance with F.S. 1002.33.

The governing board of a charter school shall adopt policies establishing standards of ethical conduct for instructional personnel and school administrators.

~~The policies must require all instructional personnel and school administrators, as defined in F.S. 1012.01, to complete training on the standards of ethical conduct; establish the duty of instructional personnel and school administrators to report, and procedures for reporting, alleged misconduct by other instructional personnel and school administrators which affects the health, safety, or welfare of a student; and include an explanation of the liability protections provided under F.S. 39.203 and 768.095. A charter school, or any of its employees, may not enter into a confidentiality agreement regarding terminated or dismissed instructional personnel or school administrators, or personnel or administrators who resign in lieu of termination, based in whole or in part on misconduct that affects the health, safety, or welfare of a student, and may not provide instructional personnel or school administrators with employment references or discuss the personnel's or administrators' performance with prospective employers in another educational setting, without disclosing the personnel's or administrators' misconduct. Any part of an agreement or contract that has the purpose or effect of concealing misconduct by instructional personnel or school administrators which affects the health, safety, or welfare of a student is void, is contrary to public policy, and may not be enforced.~~

~~Before employing instructional personnel or school administrators in any position that requires direct contact with students, a charter school shall conduct employment history checks of each of the personnel's or administrators' previous employer(s), screen the instructional personnel or school administrators through use of the educator screening tools described in F.S. 1001.10(5), and document the findings. If unable to contact a previous employer, the charter school must document efforts to contact the employer.~~

~~The Board shall terminate a sponsor's charter if the sponsor knowingly fails to comply with F.S. 1002.33(12)(g).~~

~~**School Operations**~~

F. **Resolution of Student Health, Safety, or Welfare Complaints**

In the event a parent of a student in a District charter school is unable to resolve a student health, safety, or welfare complaint under F.S. 1001.42(8)(c) with the charter school's principal or designee, the following procedures shall be utilized to resolve the dispute:

The School District of Manatee County General Counsel shall be responsible for responding to inquiries from the FLDOE regarding a request for an appointment of a Special Magistrate for charter school student complaints.

Within five (5) days of receipt of notice that a parent has requested the appointment of a Special Magistrate pursuant to F.A.C. 6A-6.0791, the District will provide to the FLDOE a statement addressing whether any of the grounds for dismissal as described in F.A.C. 6A-6.0791(7)(b) apply to the parental request for appointment of a Special Magistrate.

Additionally, the District will expeditiously contract for payment of a Special Magistrate appointed by the Commissioner of Education and notify the FLDOE within no more than twenty (20) days after receiving notice of the appointment of a Special Magistrate that an agreement has been reached for payment with the appointed Special Magistrate.

All costs incurred by the District for revising and responding to a parent complaint under this section is a service provided by the District to the charter school. The charter school shall be responsible for the District's actual costs unless a different amount is mutually agreed to by the District and charter school in a contract negotiated separately from the charter.

~~Additionally, the District will expeditiously contract for payment of a Special Magistrate appointed by the Commissioner of Education and notify the FLDOE within no more than twenty (20) days after receiving notice of the appointment of a Special Magistrate that an agreement has been reached for payment with the appointed Special Magistrate.~~

~~All costs incurred by the District for revising and responding to a parent complaint under this section is a service provided by the District to the charter school. The charter school shall be responsible for the District's actual costs unless a different amount is mutually agreed to by the District and charter school in a contract negotiated separately from the charter.~~

Board Annual Report Submission

The Board shall submit an annual report to the FLDOE in a web-based format to be determined by the FLDOE. The report shall include the:

A. number of applications received during the school year and up to August 1st and each applicant's contact information;

B. date each application was approved, denied, or withdrawn; and

C. date each final contract was executed.

Each year, by November 1, the Board shall submit to the FLDOE the information set forth in A through C for the previous year.

Facilities

No later than January 1st, the FLDOE shall annually provide to the District a list of all underused, vacant, or surplus facilities owned or operated by the District as reported in the Florida Inventory of School Houses. The District may provide evidence to FL DOE that the list contains errors or omissions within thirty (30) days after receipt of the list. By each April 1st, FLDOE shall update and publish a final list of all underused, vacant, or surplus facilities owned or operated by the District, based upon updated information provided by the District. A hope operator establishing a school of hope may use an educational facility identified in this section as prescribed in F.S. 1002.33(7)(d).

~~**Nonexclusive Interlocal Agreements**~~

~~The Board may enter into nonexclusive interlocal agreements with Federal and State agencies, counties, municipalities, and other governmental entities that operate within the geographical borders of the District to act on behalf of such governmental entities in the inspection, issuance, and other necessary activities for all necessary permits, licenses, and other permissions that a charter school needs in order for development, construction, or operation. A charter school may use, but may not be required to use, the District for these services. The interlocal agreement must include, but need not be limited to, the identification of fees that charter schools will be charged for such services. The fees must consist of the governmental entity's fees plus a fee for the Board to recover no more than actual costs for providing such services. These services and fees are not included within the services to be provided pursuant to F.S. 1002.33(20). Notwithstanding any other provision of law, an interlocal agreement, or ordinance that imposes a greater regulatory burden on charter schools than on the District or that prohibits or limits the creation of a charter school is void and unenforceable. An interlocal agreement entered into by the District by the development of only its own District schools, including provisions relating to the extension of infrastructure, may be used by charter schools.~~

Services

The Board will provide certain administrative and educational services to charter schools. These services shall include contract management services; full-time equivalent and data reporting services, exceptional student education administration services; services related to eligibility and reporting duties required to ensure that school lunch services under the National School Lunch Program, consistent with the needs of the charter school, are provided by the Board at the request of the charter school, that any funds due to the charter school under the National School Lunch Program be paid to the charter school as soon as the charter school begins serving food under the National School Lunch Program and that the charter school is paid at the same time and in the same manner under the National School Lunch Program as other public schools serviced by the Board; test administration services, including payment of the costs of State-required or Board-required student assessments; processing of teacher certificate data services; and information services, including equal access to the sponsor's student information systems that are used by public schools in the District. Student performance data for each student in a charter school, including, but not limited to, State-mandated testing scores, standardized test scores, previous public school student report cards, and student performance measures,

shall be provided by the Board to a charter school in the same manner provided to other public schools in the District.

The District will provide training to charter schools on systems the District requires charter schools to use.

The Board may withhold an administrative fee for the provision of such services which shall be a percentage of the available funds defined in F.S. 1002.33(17)(b) calculated based on weighted full-time equivalent students. If the charter school services seventy-five percent (75%) or more exceptional education students as defined in F.S. 1003.01(3), the percentage shall be calculated based on unweighted full-time equivalent students. The administrative fee shall be calculated as follows:

A. Up to five percent (5%) for the following:

    1. enrollment of up to and including 250 students in a charter school as defined in F.S. 1002.33(20);

    2. enrollment of up to and including 500 students within a charter school system which meets all of the following:

        a. includes conversion charter schools and nonconversion charter schools;

        b. has all of its schools located in the same county;

        c. has a total enrollment exceeding the total enrollment of at least one school district in Florida;

        d. has the same governing board for all of its schools; or

        e. does not contract with a for-profit service provider for management of school operations;

    3. enrollment of up to and including 250 students in a virtual charter school; and,

    4. Up to two percent (2%) for enrollment of up to and including 250 students in an exceptional student education center that meets the requirements of the rules adopted by the State Board of Education pursuant to F.S. 1008.3415(3).

B. Up to two percent (2%) for enrollment of up to and including 250 students in a high-performing charter school as defined in F.S. 1002.331.

The Board will not charge charter schools any additional fees or surcharges for administrative and educational services in addition to the maximum percentage of administrative fees withheld pursuant to this policy. The Board will not charge or withhold any administrative fee against a charter school any funds specifically allocated by the Legislature for teacher compensation.

The Board shall provide the FLDOE by no later than September 15th of each year the total amount of funding withheld from charter schools pursuant to this policy and Florida law for the prior fiscal year.

By September 15th of each year, the Board shall provide a report to charter schools it sponsors and the FLDOE on what services are being rendered from the District's portion of the administrative fee, including a list of the services.

If goods and services are made available to the charter school through the contract with the Board, they shall be provided to the charter school at a rate no greater than the Board's actual cost unless mutually agreed upon by the charter school and the Board in a contract negotiated separately from the charter. When mediation has failed to resolve disputes over contracted services or contractual matters not included in the charter, an appeal may be made to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the mediation process, administrative proceeding, and any appeals to be paid by the party whom the administrative law judge rule against. To maximize the use of State funds, the Board shall allow charter schools to participate in the sponsor's bulk purchasing program if applicable.

The governing body of the charter school may provide transportation through an agreement or contract with the Board. The charter school and the Board shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the charter school as determined in its charter.

School Safety Requirements

Each charter school in the District must comply with the requirements of F.A.C. 6A-1.0018 and Florida law pertaining to school safety, including the requirement that charter schools coordinate with the District's School Safety Specialist. See also, Board Policy 8405 (*School Safety and Security*) and Policy 8407 (*Safe-School Officers*).

Interpretation

~~If a court or agency of competent jurisdiction invalidates any provision of this policy or finds a specific provision to be in conflict with the Florida Constitution, Florida statutes, the Florida Administrative Code, or any rule or policy prescribed by the FLDOE, then all of the remaining provisions of this policy shall continue unabated and in full force and effect.~~

In the event that an existing charter school contract provision is found to be inconsistent with this policy, the charter contract provision prevails. ~~Any charter approved after the adoption of this policy is required to be fully consistent with this policy.~~

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Legal

F.S. 39.203

F.S. Chapter 120

F.S. 218.39

F.S. 218.391

F.S. 218.503
F.S. 286.23
F.S. 768.095
F.S. 1001.10
F.S. 1001.41
F.S. 1002.31
F.S. 1002.33
F.S. 1002.3301
F.S. 1002.345
F.S. 1008.31
F.S. 1008.34
F.S. 1011.60
F.S. 1012.01
F.S. 1012.315
F.S. 1012.32
F.S. 1013.12
F.A.C. 6A-1.0081
F.A.C. 6A-1.099827
F.A.C. 6A-2.0020
F.A.C. 6A-6.0781
F.A.C. 6A-6.0784
F.A.C. 6A-6.0786
F.A.C. 6A-6.07862
F.A.C. 6A-6.0787

Last Modified by Frankie St James on August 5, 2024

Part Four

Policy 5120 – Assignment Within District (Revised)
SDMC revisions to this policy

Policy 5120.01 – Designated Residential Attendance Zones (New)
New policy for SDMC

Policy 5120.02 – Rezoning of Designated Residential Attendance Zones (New)
New policy for SDMC

Policy 5120.03 – School Choice Program (New)
New policy for SDMC

5120 - ~~ASSIGNMENT WITHIN DISTRICT~~ Student Enrollment

~~The School Board authorizes the Superintendent to recommend residential attendance zones for each school, subject to the review and approval of the Board.~~ All students shall attend the school serving the student's residential attendance zone, except as authorized by the school choice program or otherwise provided by Board rule.

A student's residential attendance zone is determined by the location of the residence of his/her enrolling parent as defined by Board policy.

~~Procedures~~

I. **Requirements for Student Enrollment In the School District**

A. Principal's Responsibility for Student Enrollment

1. Principals shall ensure that student enrollment procedures are posted on school based websites.

2. At the direction of the Superintendent, the principal or head of each enrollment site shall require evidence of the documentation needed for enrollment.

3. The Principal or head of each enrollment site shall ensure that accurate student data is entered in the electronic student data system upon enrollment.

B. Parent's Responsibility for Student Enrollment

All students entering a Florida school for the first time must present the following items.

1. Birth certificate or other proof of date of birth. Student must be five (5) years old on or before September 1st to attend kindergarten, six (6) years old on or before September 1st to attend first grade. However, if student is transferring from out-of-state, the conditions listed in Students Transferring from Out-of-State below apply. Date of birth may be verified by:

   a. original or certified copy of a State birth certificate

   b. baptismal certificate showing date of birth and place of baptism, with shown affidavit

   c. insurance policy on child in force at least two (2) years

   d. bible record of child's birth with parental sworn statement

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e. passport or certificate of arrival in United States showing age of child

f. school record at least four (4) years prior, showing date of birth

g. parent's sworn affidavit, with certificate of examination showing the child's age from a health officer or physician

The certificate must include the health officer or physician's name, address, and phone number.

2. Proof of residency: This is used to determine the assigned school. Acceptable forms of residency include:

a. current electric or water bill

The bill must show address and name of parent/guardian.

b. current lease agreement with parent/guardian's name

c. official letter from company providing housing with parent/guardian's name

d. Migrant Certificate of Eligibility

e. school choice letter

If parent cannot provide the above requirements, they parent must ~~visit the Parent Information Center~~contact the school district for verification of address. Parent must bring a notarized statement from the owner/lessee of the home where ~~they~~ the parent and student are living, stating the names of all people residing at the address. In addition, parent must bring a current utility bill (power or water) with the owner/lessee's name and address.

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

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3. Florida Certificate of Immunization

All new students entering the District must have a completed Florida Certificate of Immunization.

4. Physical examination

An examination paper must be signed by a licensed examiner and must have been issued within twelve (12) months prior to enrollment. Physical must be a head-to-

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toe exam. Out-of-state physicals are acceptable provided they meet Florida exam requirements.

5. Social Security Number

   Parents are asked, but not required, to provide a Social Security number.

6. Most recent report card

   Parents are asked, but not required, to provide the latest report card with address and phone number of previous school for students entering grades 1-12.

7. Special Education Records

   Copies of any special education records such as Individual Education Plan (IEP) will assist with placement of students in the appropriate classes. Although this is strongly urged, it is not a requirement for admission.

8. Legal guardianship papers if applicable.

II. Use of Guardianship Affidavit

A. When a student's parent or legal guardian resides outside of Manatee County, temporary guardianship may be granted to a Manatee County resident for school enrollment purposes. However, both the parent and temporary guardian must complete a guardianship affidavit and evidence of parent address prior to the student's enrollment in the School District. The school assignment will be based on the verified address of the temporary guardian.

B. A student whose parent/guardian resides in Manatee County may be assigned to a school based on the residence of a temporary guardian only when verification of the need for same is provided by a local agency such as the Department of Children and Family Services. Lacking any such verification, all students will be assigned to school based on the residence of their parent/legal guardian, unless written approval to the contrary is approved through the Office of Student

III. Demographics, Projections, and Assignment following review and approval of District Administrative Appeals Committee.

Students Transferring from Out-of-State

A. Any student who transfers from an out-of-state public or nonpublic school and who meets the regular age requirements for admission to Florida public schools shall provide the documentation listed in Parent's Responsibility for Student Enrollment above prior to admission. In determining the students'

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placement:

1. The District will consider the students' last successful grade of completion as evidenced in the students' school records.

2. In the absence of school records, the student will be tested and placed according to Policy 5410, *Student Progression*.

B. Any student who transfers from an out-of-state public school and who does not meet regular age requirements for admission to Florida public schools shall provide the following prior to admission:

1. Official documentation that the parent(s) or guardian(s) was a legal resident(s) of the state in which the student was previously enrolled in school.

2. Acceptable documentation is as follows:

a. Deed, listing homeownership in that state.

b. Lease or rental agreement.

c. Electric or water bill.

d. Tax return for the most recent tax year.

Supporting documentation, must list the name and former address of the parent(s) or guardian(s) in that state.

e. An official letter or transcript from proper school authority which shows record of attendance of a minimum of one (1) week in Kindergarten or First Grade, academic information, and grade placement of the student.

f. Florida Certificate of Immunization.

3. Evidence of Date of Birth as provided in Parent's Responsibility for Student Enrollment of this policy.

4. Physical examination. An examination paper must be signed by a licensed examiner and must have been issued within twelve (12) months prior to enrollment. Physical must be a head-to-toe exam. Out-of-state physicals are acceptable provided they meet Florida exam requirements.

C. Any student who transfers from an out-of-state nonpublic school and who does not meet regular age requirements for admission to Florida public schools shall be admitted if the student meets age requirements for public

school within the state from which s/he is transferring and if the transfer of the student's academic credit is acceptable under the rules provided in section 4.9, Student Progression, of the policies and procedures of the Board. Prior to admission, the parent or guardian must provide the documentation required in Item B of this section above.

IV. District Child Study Team

As part of the District student assignment process, at-risk students may be referred by the principal to the Office of Dropout Prevention and Alternative Education for consideration for additional support services and strategies at the school level or for alternative placement. This referral may be made for students with extreme behavioral or attendance and tardiness issues. The District Dropout Prevention Specialist may refer the request to the District Child Study Team.

However, any such referral must be supported by extensive evidence of a review by the school child study team, including parental involvement, and implementation of resulting recommended strategies. All ESE student referrals shall be subject to applicable law. The District team shall consider all learning issues, including the best interest of the referred student, as well as the best interest of other students and staff of the referring school in resolving student issues.

V. Class Size Assignments

A. In compliance with F.S. Sect. 1003.03 which requires all districts to adhere to class size maximums a student may be assigned from the zoned school to another District school /alternate school) at date of enrollment due to a grade level reaching maximum class size capacity.

B. When a school reaches maximum class size capacity in one or more grade levels the following procedures will apply to new enrollments:

1. Students in the same family will be assigned to the same alternate school. The parent/guardian may choose to enroll student/sl in open grade levels at the zone school and have only the student(s)ł in the closed grade/sł assigned to an alternate school.

2. Students assigned to an alternate school due to class size are assigned to the school for the remainder of the school year.

3. Transportation is provided to students living more than two (2) miles from the assigned school.

4. Students who have been placed by a class size assignment have a priority for enrollment at the zone school for the following school year.

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5. The parent/guardian of student(s) may choose to remain at the alternate school to the highest grade available at that school. No transportation is provided after the first year.

6. Incoming siblings will be permitted to attend the same class size assignment school as a student who remained at an alternate school.

VI Student Assignment to School or Program

The Superintendent or designee is authorized to assign a student to any program or school as deemed to be in the best interest of the student or School District.

5120.01 - Designated Residential Attendance Zones~~Areas~~

~~A.~~ The School Board authorizes the Superintendent to recommend residential attendance zones for each school, subject to the review and approval of the Board.~~The Superintendent shall recommend designated attendance areas for schools as appropriate.~~

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~~B.~~ Any student residing in a designated attendance area of a school shall be assigned to attend that school.

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~~C.~~ The adopted designated attendance areas are incorporated herein as a part of this rule.

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~~D.~~ Information pertaining to the designated attendance areas is available at the Office of Student Demographics, Projections, and Assignment or through a variety of media including the District's website, www.manateeschools.net by clicking departments and then clicking on the Office of Student Demographics, Projections, and Assignment.

~~E.~~ In creating or modifying school attendance areas, the District shall maximize efforts to create and maintain diversity in enrollment as provided for in the District's Voluntary Desegregation Plan.

~~F.~~ If a child has been enrolled at the wrong District school as a result of either school error or inaccurate information provided by the parent, the principal shall notify both the parent and the ~~Office of Student Demographics, Projections, and~~appropriate school district department~~Assignment~~ of this error. ~~The parent shall be directed to apply to the District Parent Information Center for verification of the appropriate school of assignment.~~

~~G.~~ If a parent refuses to remove a child from attendance at the wrong school, the principal of that school shall request that the ~~Office of Student Demographics, Projections, and Assignment~~school district remove the student from the school's attendance roster and assign the student to the appropriate school. The ~~Office of Student Demographics, Projections, and Assignment~~school district shall notify the parents in

writing of the assignment to the appropriate school. Refusal to attend the assigned school shall constitute violation of the compulsory school attendance law.

Student Assignment to School or Program

The Superintendent or designee is authorized to assign a student to any program or school as deemed to be in the best interest of the student or School District.

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5120.02 - ~~Changes to Designated Attendance Areas~~Rezoning of Designated Residential Attendance Zones

~~When the Superintendent intends to recommend changes to designated attendance areas, the procedures outlined below shall be followed and a notice of intent to develop a rule will be advertised to the public.~~

~~A. Redistricting may occur when a school opens or closes.~~

~~1. Forming the Redistricting Committee~~

~~a. Each school potentially affected is identified and the principal of each of these schools will appoint three (3) staff members, three (3) parents, and one (1) administrator to serve as the school's representatives on the redistricting committee.~~

~~b. The principal of each feeder school potentially affected will be asked to identify one (1) staff member, one (1) parent, and one (1) administrator to serve as representatives on the redistricting committee.~~

~~c. Each committee will also include representatives of School Support Services; the Student Demographics, Projections, and Assignment Office; and the Transportation Department as appointed by the Superintendent or designee.~~

~~2. Redistricting Committee Meetings~~

~~a. An organizational meeting will be scheduled and the Superintendent will provide materials to committee members and an explanation of the factors and parameters to be considered in drawing designated attendance areas for each school. These include:~~

~~1. data indicating the number of students living in each designated area and the actual number of children attending each school categorized by minority percentage and by the race neutral factors used in the Voluntary Desegregation Plan~~

~~The race neutral factors are socio-economic status (SES), Limited English Proficient (LEP), Exceptional Student Education (ESE) gifted, and ESE non-gifted.~~

~~2. maps reflecting the geographical area and location of students within each attendance area~~

~~3. factors and parameters:~~

a. capacity of each school facility

b. natural boundaries such as rivers, highways, railroads

c. distance students must travel to and from school

d. socio-economic composition of schools impacted by boundary changes

e. all race neutral factors as they reflect the District wide demographics

b. The committee will be divided into three (3) sub-committees (A, B, and C) with representation from each participating school to serve on each sub-committee. Each sub-committee will be charged with drawing designated attendance areas for each affected school for consideration by the Superintendent.

c. Each sub-committee will identify a chairperson and schedule all meetings of the sub-committee as needed to complete drawing designated attendance areas. Each sub-committee will include a District staff person to serve as meeting coordinator and also as an information resource.

d. Each sub-committee will reconvene with the Superintendent to review the pros and cons of each option developed.

3. Board Workshop on Redistricting

a. Each sub-committee will present its recommendation (Plan A, B, or C) to the Board at a workshop session.

b. Committee representatives will then be charged with presenting plans A, B, and C to their individual school communities for input and feedback at their SAC/PTO meetings.

4. Advertising & Setting a Public Hearing

The Board will authorize advertising of its intent to adopt a rule and set a public hearing and special Board meeting to consider adopting a redistricting plan.

5. Public Hearing/Special Board Meeting

a. The Superintendent will recommend a redistricting plan, which may be plan A, B, or C, or a variation thereof.

b. Public comment will be heard.

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c. The Board will take action on the Superintendent's recommendation.

B. Realignment may occur when any school facility becomes over or under utilized, or when deemed appropriate by the Superintendent.

1. Forming the Realignment Committee

a. The schools potentially affected are identified and the principal of each of these schools will appoint three (3) staff members, three (3) parents, and one (1) administrator to serve as the school's representatives on the realignment committee.

b. The principal of each feeder school potentially affected will be asked to identify one (1) staff member, one (1) parent, and one (1) administrator to serve as representatives on the realignment committee.

c. The committee will also include representatives of School Support Services; the Student Demographics, Projections, and Assignment Office; and the Transportation Department as appointed by the Superintendent or designee.

2. Realignment Committee Meetings

a. An organizational meeting will be scheduled and the Superintendent will provide materials to committee members and an explanation of the factors and parameters to be considered in modifying designated attendance areas. These include:

1. data indicating the number of students living in each designated area and the actual number of children attending each school categorized by minority percentage and by the race neutral factors used in the Voluntary Desegregation Plan

   The race neutral factors are SES, LEP, ESE gifted, and ESE non-gifted.

2. maps reflecting the geographical area and location of students within each attendance area

3. factors and parameters:

   a. capacity of each school facility

   b. natural boundaries such as rivers, highways, railroads

   c. distance students must travel to and from school

3

d. socio-economic composition of schools impacted by boundary changes

e. all race neutral factors as they reflect the District wide demographics

b. The committee will be charged with recommending designated attendance areas for consideration by the Superintendent.

c. The committee will identify a chairperson and schedule all meetings of the committee as needed to draw the recommended designated attendance areas. The committee will include a District staff person to serve as meeting coordinator and also as an information resource.

d. The committee will reconvene with the Superintendent to review the pros and cons of the option developed.

3. Board Workshop on Realignment

a. The committee will present its recommendation to the Board at a workshop session.

b. Committee representatives will then be charged with presenting the plan to their individual school communities for input and feedback at their SAC/PTO meetings.

4. Advertising & Setting a Public Hearing

The Board will authorize advertising of its intent to adopt a rule and set a public hearing and special board meeting to consider adopting a redistricting plan.

5. Public Hearing/Special Board Meeting

a. The Superintendent will recommend a realignment plan which may be the committee's plan or a variation thereof.

b. Public comment will be heard.

c. The Board will take action on the Superintendent's recommendation.

C. Adjustment may occur when a geographic area is identified that has no immediate impact on a school or facility but by adjustment will more clearly define the intent of an existing boundary, or, when the future of a geographic area will more closely align the District with the intent of the Voluntary Desegregation Plan, or, when the geographic area will better utilize existing facilities in the future.

1. Forming the Adjustment Committee

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a. The schools potentially affected are identified and the principal of each of these schools will appoint a staff member, a parent, and an administrator to serve as the school's representatives on the adjustment committee.

b. The principal of each feeder school potentially affected will be asked to identify one (1) staff member, one (1) parent, and one (1) administrator to serve as representatives on the adjustment committee.

c. The committee will also include representatives of School Support Services; the Student Demographics, Projections, and Assignment Office; and the Transportation Department as appointed by the Superintendent or designee.

2. Adjustment Committee Meetings

a. An organizational meeting will be scheduled and the Superintendent will provide materials to committee members and an explanation of the factors and parameters to be considered in adjusting designated attendance areas. These include:

1. data indicating the number of students living in each designated area and the actual number of children attending each school categorized by minority percentage and by the race neutral factors used in the Voluntary Desegregation Plan

   The race neutral factors are SES, LEP, ESE gifted, and ESE non-gifted.

2. maps reflecting the geographical area and location of students within each attendance area

3. factors and parameters:

   a. capacity of each school facility

   b. natural boundaries such as rivers, highways, railroads

   c. distance students must travel to and from school

   d. socio-economic composition of schools impacted by boundary changes

   e. all race neutral factors as they reflect the District wide demographics

b. The committee will be charged with recommending adjustments to designated attendance areas for consideration by the Superintendent.

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c. The committee will identify a chairperson and schedule all meetings of the committee as needed to complete the recommended adjustments to designated attendance areas. The committee will include a District staff person to serve as meeting coordinator and also as an information resource.

d. The committee will reconvene with the Superintendent to review the pros and cons of the adjustment developed.

3. Board Workshop on Redistricting

a. The committee will present its recommendation to the Board at a workshop session.

b. Committee representatives will then be charged with presenting the plan to their individual school communities for input and feedback at their SAC/PTO meetings.

4. Advertising & Setting a Public Hearing

The Board will authorize advertising of its intent to adopt a rule and set a public hearing and special Board meeting to consider adopting a redistricting plan.

5. Public Hearing/Special Board Meeting

a. The Superintendent will recommend a redistricting plan which may be the committee's plan or a variation thereof. b. Public comment will be heard.

b. The Board will take action on the Superintendent's recommendation.

A. The Board agrees that it is in the best interest of the community that subdivisions and specific master-planned communities that are zoned for one particular school remain zoned for that specific school, in the event that the subdivision and specific masterplanned community is later expanded, parcels are acquired, and further homes added. This will ensure greater community and expectations of those living within the community. It is not the intention of this Board that this policy will apply to allow mergers of communities that were built separately and thereafter become merged and/or acquired by one of the subdivisions.

I. **Definitions**

A. FISH (Florida Inventory of School Houses) Capacity

Data, inventory, and numbering system used by the Florida Department of Education, Office of Educational Facilities for buildings, rooms, and occupancy levels in public educational facilities (hereinafter referred to as "FISH").

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B. Program Capacity

Actual capacity at a school adjusted by the Superintendent for factors (portables, VPK classrooms, ESE programs, Intensive Classes, Testing Labs, Computer Labs, etc.) not recognized or accounted for accurately by FISH. Program capacity includes FISH capacity modified by the Superintendent to account for class size, classroom program use, and scheduling.

II. The Board may consider revisions to geographical school attendance zones for the following reasons:

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A. Construction of a new school and/or the construction of additional capacity at an existing school.

B. Closing or suspending operations of an existing school.

C. Over-capacity or under-capacity of individual schools. Rezoning to relieve over-capacity schools and to increase enrollment at under-capacity schools will be considered after the following options have been deemed unsuccessful in bringing the schools' enrollments closer to their program capacities:

1. Promotion of voluntary transfer options.
2. Development and marketing of special programs to attract voluntary transfers.
3. Reassignment to their zoned school for students who are attending their non-zoned school due to false or inaccurate data.

D. An anticipated student population growth or decline.

III. Implementation of Revisions to Residential Attendance Zones

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A. The school district shall conduct an annual review of student enrollment, facility utilization, and projected growth to ascertain the need for revisions to existing attendance zones and for the creation of residential attendance zones for new schools.

B. If the Superintendent finds that the results of the annual review justify rezoning, the Superintendent shall notify the Board of the initiation of the revisions to the residential attendance zones process.

C. As soon as practical, the Superintendent shall hold an initial public meeting to explain the rezoning process, outline the criteria for establishing residential attendance zones, and to provide an opportunity for public input.

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D. After considering the public's comments, the Superintendent shall prepare a minimum of three (3) rezoning plans to present at the second public meeting. The criteria used to prepare the proposals shall comply with the following criterion to the extent practicable:

1. The plan creates residential attendance zones that comply with all state and federal laws.

2. The plan keeps subdivisions and small neighborhood units in the same attendance zone to the extent practicable.

3. The plan assigns students to the closest school to the extent practicable.

4. The plan creates compact attendance zones to the extent practicable.

5. The plan includes target enrollments that allow for population/student growth and anticipated changing demographics.

6. The plan shall attempt to cause schools to be operated near or under program capacity, allowing for anticipated growth.

7. The plans shall, to the extent practicable, minimize the duration of travel time and distance in order to promote safety and reduce transportation costs. The plans shall, to the extent practicable, not place a transportation burden on any identifiable Federal subgroup.

8. To the extent practicable, the plans should take into consideration contiguous communities as defined by natural barriers, roads, railways, etc.

9. To the extent practicable, the plans shall attempt to avoid rezoning neighborhoods which have been rezoned within the prior three (3) year period. This applies only to rezoning of the same level (i.e., elementary, middle, high school).

E. At the second public meeting the Superintendent and/or designee shall present a minimum of three (3) rezoning alternatives for review and discussion, including the strengths and weaknesses of each plan. Appropriate time will be provided for questions and answers. At this meeting, the appropriate data relative to elements of subparagraph D shall be provided as part of the discussion of each alternative plan. Additionally, staff will establish a dedicated web presence for the rezoning and will display questions and answers reflective of the concerns of the public.

F. As soon as practical after the second public meeting the Superintendent shall review all comments made by the public and the Board, review all plans considered or submitted at the public meeting and either determine to recommend a plan for adoption by the Board and request permission to advertise the plan or re-submit revised plans for reconsideration and recommendation.

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G. If the Superintendent recommends a rezoning plan to the Board and the Board approves, the Superintendent shall notice a specific plan for adoption pursuant to the requirements of F.S. 120. The Board may schedule a public hearing as permitted by law.

H. Changes approved to school attendance zones during a current school year shall become effective beginning at the commencement of the following school year unless extenuating circumstances require the Board to implement rezoning changes prior to the following school year unless the Superintendent recommends an alternative effective date.

I. Exemptions:

1. No rising student in the final year of attendance at the highest grade level offered by the school will be required to change his/her school of attendance as a result of attendance zone revisions. No transportation is provided if a student remains at the current school of attendance based on this exemption.

2. Siblings of a rising rezoned student in the final year of attendance at the highest grade level offered by the school will be allowed to attend the same school to the extent practicable for one (1) year. No transportation is provided for this option unless otherwise provided herein.

3. Unless there are health and safety issues that would preclude compliance, no current elementary student will be required to shift to a different school if the area in which s/he resides has been previously rezoned during his/her attendance at that school. No transportation is provided if a student remains at the current school of attendance based on this exemption.

~~D.~~

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~~E.~~ **IV. Administrative Rezoning**

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An administrative rezoning is a rezoning that affects a change in the current designated school of regular attendance for an area of land that has potential or has entitlements for future residential development. The rezoning may affect high schools, middle schools, or elementary schools, or any combination thereof. The Superintendent may propose an administrative rezone to the Board.

The following conditions are considered to be consistent with an administrative rezone:

1. An administrative rezoning is discretionary and should reflect a need to balance current or projected student enrollment among schools. or otherwise achieve the goals of the District.

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2. The timing of the administrative rezoning can occur up to the issuance date of the first building permit for a new residential development.

3. Any proposed administrative rezoning shall ~~mustSIlil/l~~ be brought to the School Board for consideration of approval.

V. Student Assignment to School or Program

The Superintendent or designee is authorized to assign a student to any program or school as deemed to be in the best interest of the student or School District.

VI. District Administrative Appeals Committee

The District Administrative Appeals Committee is established to review parent requests for hardship consideration for attending a school other than the assigned boundary school. The committee shall be made up of various directors and supervisors of District programs, including the directors of elementary, middle, and high school.

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5120.03 - School Choice Program

The District's school choice controlled open enrollment school program provides a public education delivery system that allows a parents' indicated preferential educational choice as a significant factor.

A. The school choice program provides an opportunity for all students in Manatee County to apply for assignment to any District school that is within the designated elementary cluster or middle school region of the student's zoned school as determined by the address of the student's enrolling parent. Approval of school choice applications will be determined according to criteria established in F.S. 1002.31.

B. The current capacity of each school is identified on the School District's website. The capacity incorporates the specifications, plans, elements, and commitments contained in the School District's educational facilities plan and the long-term work programs required under F.S. 1013.35.

C. Preferential treatment is provided in the school choice process to all of the following:

    1. Dependent children of active duty military personnel whose move resulted from military orders.

    2. Children who have been relocated due to a foster care placement in a different school zone.

    3. Children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent.

    4. Students residing in the School District.

D. Students residing in the District may not be displaced by a student from another district seeking enrollment under the controlled open enrollment process.

E. For purposes of continuity of educational choice, a student who transfers pursuant to this section may remain at the school chosen by the parent until the student completes the highest grade level at the school.

F. The Board shall adopt by rule and post on its website the process required to participate in controlled open enrollment. The process:

    1. adheres to Federal desegregation requirements;

    2. allows parents to declare school preferences, including placement of siblings within the same school;

3. provides a lottery procedure to determine student assignment and establish an appeals process for hardship cases;

4. affords parents of students in multiple session schools preferred access to controlled open enrollment;

5. maintains socioeconomic, demographic, and racial balance;

6. addresses the availability of transportation;

7. maintains existing academic eligibility criteria for public school choice programs pursuant to F.S. 1002.20(6)(a).

G. Identifies schools that have not reached capacity, as determined by the School District.

H. Ensures that the Board adopts a policy to provide preferential treatment pursuant to paragraph (2)(c).

I. In accordance with the reporting requirements of F.S. 1011.62, the Board shall annually report the number of students exercising public school choice, by type, in accordance with rules adopted by the State Board of Education.

J. For a school or program that is a public school of choice under this section, the calculation for compliance with maximum class size pursuant to F.S. 1003.03(4) is the average number of students at the school level.

K. The School District shall not delay eligibility or otherwise prevent a student participating in controlled open enrollment or a choice program from being immediately eligible to participate in interscholastic and intrascholastic extra-curricular activities.

A student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets one (1) of the following criteria:

1. Dependent children of active duty military personnel whose move resulted from military orders.

2. Children who have been relocated due to a foster care placement in a different school zone.

3. Children who move due to a court-ordered change in custody due to separation or divorce, or the serious illness or death of a custodial parent.

4. Authorized for good cause in District or charter school policy.

L. Applications to participate in the school choice controlled open enrollment program shall be available at all school sites, the Office of Student Assignment (OSA), and on the District's website during the choice controlled open enrollment application period. This

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form shall be completed by the student's enrolling parent or legal guardian and submitted to the designated office prior to the close of the choice controlled open enrollment application period.

M. Students who have been approved through the choice process to attend a school out of their assigned area will be governed by the following rules:

1. Students receiving school choice are approved through the completion of the highest grade level at that school. The choice school therefore becomes the student's assigned District attendance school. However, the principal may recommend that the student be withdrawn and returned to his/her home zoned school for unacceptable academic performance, nonattendance, habitual tardiness, or disciplinary issues. The principal's recommendation is subject to review by the District Administrative Appeals Committee.

2. Students who are approved for choice are expected to continue in attendance at the choice school throughout at least one (1) school year, and may then apply for a different school, including their original boundary assigned school, but only through application during the choice designated application period.

N. Beginning by the 2017-2018 school year, as part of the School District's controlled open enrollment process, and in addition to the existing public school choice programs provided in F.S. 1002.20(6)(a), the District school shall allow a parent from any school district in the State whose child is not subject to a current expulsion or suspension to enroll his/her child in and transport his/her child to any public school that has not reached capacity in the District, subject to the maximum class size pursuant to F.S. 1003.03 and s. 1, Art. IX of the State Constitution. The School District shall accept the student, pursuant to the District's controlled open enrollment process, and report the student for purposes of the School District's funding pursuant to the Florida Education Finance Program. Transportation for students is not provided.

~~**Use of Guardianship Affidavit**~~

~~A. When a student's parent or legal guardian resides outside of Manatee County, temporary guardianship may be granted to a Manatee County resident for school enrollment purposes. However, both the parent and temporary guardian must complete a guardianship affidavit and evidence of parent address prior to the student's enrollment in the School District. The school assignment will be based on the verified address of the temporary guardian.~~

~~B. A student whose parent/guardian resides in Manatee County may be assigned to a school based on the residence of a temporary guardian only when verification of the need for same is provided by a local agency such as the Department of Children and Family Services. Lacking any such verification, all students will be assigned to school based on the residence of their parent/legal guardian, unless written approval to the contrary is approved through the Office of Student~~

~~**Demographics, Projections, and Assignment following review and approval of District Administrative Appeals Committee.**~~

~~**Students Transferring from Out-of-State**~~

~~A. Any student who transfers from an out-of-state public or nonpublic school and who meets the regular age requirements for admission to Florida public schools shall provide the documentation listed in Parent's Responsibility for Student Enrollment above prior to admission. In determining the students' placement:~~

~~1. The District will consider the students' last successful grade of completion as evidenced in the students' school records.~~

~~2. In the absence of school records, the student will be tested and placed according to Policy 5410, *Student Progression*.~~

~~B. Any student who transfers from an out-of-state public school and who does not meet regular age requirements for admission to Florida public schools shall provide the following prior to admission:~~

~~1. Official documentation that the parent(s) or guardian(s) was a legal resident(s) of the state in which the student was previously enrolled in school.~~

~~2. Acceptable documentation is as follows:~~

~~a. Deed, listing homeownership in that state.~~

~~b. Lease or rental agreement.~~

~~c. Electric or water bill.~~

~~d. Tax return for the most recent tax year.~~

~~Supporting documentation, must list the name and former address of the parent(s) or guardian(s) in that state.~~

~~e. An official letter or transcript from proper school authority which shows record of attendance of a minimum of one (1) week in Kindergarten or First Grade, academic information, and grade placement of the student.~~

~~f. Florida Certificate of Immunization.~~

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3. Evidence of Date of Birth as provided in Parent's Responsibility for Student Enrollment of this policy.

4. Physical examination. An examination paper must be signed by a licensed examiner and must have been issued within twelve (12) months prior to enrollment. Physical must be a head-to-toe exam. Out-of-state physicals are acceptable provided they meet Florida exam requirements.

C. Any student who transfers from an out-of-state nonpublic school and who does not meet regular age requirements for admission to Florida public schools shall be admitted if the student meets age requirements for public school within the state from which s/he is transferring and if the transfer of the student's academic credit is acceptable under the rules provided in section 4.9, Student Progression, of the policies and procedures of the Board. Prior to admission, the parent or guardian must provide the documentation required in Item B of this section above.

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District Administrative Appeals Committee

The District Administrative Appeals Committee is established to review parent requests for hardship consideration for attending a school other than the assigned boundary school. The committee shall be made up of various directors and supervisors of District programs, including the directors of elementary, middle, and high school.

District Child Study Team

As part of the District student assignment process, at-risk students may be referred by the principal to the Office of Dropout Prevention and Alternative Education for consideration for additional support services and strategies at the school level or for alternative placement. This referral may be made for students with extreme behavioral or attendance and tardiness issues. The District Dropout Prevention Specialist may refer the request to the District Child Study Team.

However, any such referral must be supported by extensive evidence of a review by the school child study team, including parental involvement, and implementation of resulting recommended strategies. All ESE student referrals shall be subject to applicable law. The District team shall consider all learning issues, including the best interest of the referred student, as well as the best interest of other students and staff of the referring school in resolving student issues.

Class Size Assignments

A. In compliance with F.S. 1003.03 which requires all districts to adhere to class size maximums a student may be assigned from the zoned school to another District school /alternate school) at date of enrollment due to a grade level reaching maximum

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~~class size capacity.~~

~~B. When a school reaches maximum class size capacity in one or more grade levels the following procedures will apply to new enrollments:~~

~~1. Students in the same family will be assigned to the same alternate school. The parent/guardian may choose to enroll student/sl in open grade levels at the zone school and have only the student(sl in the closed grade/sl assigned to an alternate school.~~

~~2. Students assigned to an alternate school due to class size are assigned to the school for the remainder of the school year.~~

~~3. Transportation is provided to students living more than two (2) miles from the assigned school.~~

~~4. Students who have been placed by a class size assignment have a priority for enrollment at the zone school for the following school year.~~

~~5. The parent/guardian of student(s) may choose to remain at the alternate school to the highest grade available at that school. No transportation is provided after the first year.~~

~~6. incoming siblings will be permitted to attend the same class size assignment school as a student who remained at an alternate school.~~

Student Assignment to School or Program

The Superintendent or designee is authorized to assign a student to any program or school as deemed to be in the best interest of the student or School District.

Revised 3/12/19
Revised 1/16/24

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Legal
F.S. 1000.05
F.S. 1001.32
F.S. 1001.41
F.S. 1001.42
F.S. 1001.51
F.S. 1002.20
F.S. 1002.31

F.S. 1003.06

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AGENDA ITEM NO. 13.3

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of Interlocal Agreement Relating to the Collection of Educational Facilities Impact Fees Between Manatee County, the City of Bradenton, and the School Board of Manatee County (No Financial Impact)

Executive Summary
Manatee County recently adopted Ordinance No. 24-22, implementing an educational facilities impact fee study for new residential development within Manatee County. The City of Bradenton desires to continue collecting these fees on the School Board's behalf prior to issuing a certificate of occupancy. The agreement formalizes the collection procedure and replaces a similar outdated agreement.

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

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

Recommendation
The Superintendent recommends approval of interlocal agreement relating to the collection of educational facilities impact fees between Manatee County, the City of Bradenton, and the School Board of Manatee County (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
ILA Collection of Impact Fees-Bradenton

INTERLOCAL AGREEMENT
RELATING TO THE COLLECTION OF
EDUCATIONAL FACILITIES IMPACT FEES

CITY OF BRADENTON, FLORIDA
MANATEE COUNTY, FLORIDA
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of the __ day of _____, 2024, by and among the City of Bradenton, a municipal corporation existing under the laws of the State of Florida (the "City"), Manatee County, a political subdivision of the State of Florida (the "County"), and the School Board of Manatee County, a body corporate created and existing under the laws of the State of Florida (the "School Board").

WHEREAS, the parties hereto wish to provide for the collection, transfer and expenditure of educational facilities impact fees in accordance with the specific restrictions and limitations set forth in Manatee County Ordinance No. 24-22 and codified as Article VII, Division 2 of Chapter 2-29 of the Manatee County Code of Ordinances (as amended from time to time, the "County Ordinance"); and

WHEREAS, the County Ordinance requires new residential construction to contribute, by the payment of educational facilities impact fees, its share of the cost of public educational facilities necessitated by such new residential construction in accordance with applicable law, including without limitation Section 163.31801 of Florida Statutes (the "Florida Impact Fee Act"); and

WHEREAS, the County Ordinance provides that educational facility impact fees are applicable countywide and shall be collected by the County in Manatee County, unless a municipality elects to collect the fees imposed within its jurisdiction; and

WHEREAS, by entering into this Agreement, the City has elected to collect and transfer educational facility impact fees for the convenience of its residents; and

WHEREAS, originals of this Agreement, upon its execution by the parties hereto shall be on file with the City, County and the School Board; and

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

WHEREAS, the City, the County and the School Board wish to enter into this Agreement to establish their mutual rights and obligations with respect to the collection and use of the proceeds of educational facilities impact fees.

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

SECTION 1. AUTHORITY

This Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapter 125, Part II of Chapter 1001, and Section 163.01 of Florida Statutes.

SECTION 2. PURPOSE AND NEED

The purpose of this Agreement is to ensure that, subject to the conditions, restrictions and limitations set forth in the County Ordinance and this Agreement, the educational facilities impact fees imposed on new residential construction within the jurisdictional boundaries of the City are collected by the City and transferred to the School Board for encumbrance and expenditure in accordance with the County Ordinance and applicable law. Further, it is intended that this Agreement will provide certain protections to the City and the County for the collection of such educational facilities impact fees by the City.

SECTION 3. DEFINITIONS

The terms, words and phrases used herein shall have the same meaning as those set forth in the County Ordinance.

SECT10N 4. REFERENCES TO COUNTY ORDINANCE

This Agreement shall be subject to and construed in accordance with the County Ordinance, The County shall provide written notice to the City of consideration by the County of amendments to the County Ordinance, and shall provide the City with a copy of any proposed amendments prior to public hearing and adoption of any such changes or modifications.

SECTION 5. DURATION/TERMINATION OF AGREEMENT

(a) Duration of Agreement.

This Agreement shall remain effective from the date of its filing with the Clerk of the Circuit Court pursuant to Section 9(j) hereof, and shall continue in effect until terminated as provided for in sub-paragraph (b) herein.

(b) Termination of Agreement.

This Agreement may be terminated by the unilateral action by any party to the Agreement; provided, however, that such termination action may only occur after the party seeking termination provides written notice in accordance with Section 9.(l) hereof to the other parties at least sixty (60) days prior to taking such action.

SECTION 6. AMENDMENTS TO THE AGREEMENT

This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved by the City, the County and the School Board, and only if properly executed by all the parties hereto.

SECTION 7. RESPONSIBILITIES OF THE CITY

(1) Pursuant to and in accordance with the County Ordinance, the City shall collect all educational facilities impact fees due from new residential construction within the City's jurisdictional boundaries, subject to the exceptions and restrictions set forth in the County Ordinance and applicable law.

(2) The amount of the educational facility impact fees shall be assessed and collected in accordance with the County Ordinance.

(4) The City shall not issue certificate(s) of occupancy for new residential construction unless the applicant has paid the required education facility impact fee in full.

(5) The City shall instruct any applicant to file with the Superintendent any requests for credits or exemptions as described in Section 2-29-90 of the County Ordinance.

(6) Pursuant to Section 2-29-87(c) of the County Ordinance, and subject to the Florida Impact Fee Act, as a collection allowance for the cost of administering and handling of such impact fees, the City shall be permitted to impose on and retain from each feepayer an administrative fee. The administrative fee shall be equal to actual costs which shall not exceed three and one-half (3½) per cent of the total educational facilities impact fee assessed over and above the amount of the impact fee collected.

(7) Upon the collection of the educational facility impact fees, they shall be segregated and held separately from all other revenues of the City. Such educational facility impact fees shall be transferred, as provided herein, to the School Board on a quarterly basis by the 15th day of the first month of each calendar quarter for those impact fees collected in the prior calendar quarter.

SECTION 8. RESPONSIBILITIES OF THE SCHOOL BOARD

(1) The School Board shall perform all functions assigned to it pursuant to the County Ordinance, including without limitation:

(a) Receipt, use of and accounting for educational facilities impact fees; and

(b) Through the School Board's Superintendent, administration of all applications directed thereto.

All such functions shall be carried out in accordance with the County Ordinance and applicable law, including without limitation the Florida Impact Fee Act.

(2) Nothing contained in this Agreement shall be construed to impose any duty or obligation upon the City to review the use of, accounting for, or administration of the educational facilities impact fees by the School Board.

SECTION 9. MISCELLANEOUS PROVISIONS

(a) Enforcement.

The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

(b) Validity.

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

(c) No General Obligation.

Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the School Board, the City, the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the

State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Agreement.

(d) Indemnification.

To the extent permitted by law, and from legally available funds, each of the parties hereto (in such context, an "indemnifying party") shall defend, indemnify and save harmless the others, their officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorneys' fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed on that party pursuant to, this Agreement.

In all other instances, to the extent allowed by law, the School Board shall defend, indemnify and hold the City and the County harmless from any loss or damage occasioned by this Agreement or the County Ordinance, including, but not limited to, any loss or damage for any claim arising from the passage, administration or enforcement of the County Ordinance by the City or the collection or transfer of the educational facility impact fees provided that such action is taken by the City, its officials, employees, or agents in good faith. In the event of litigation of such claims pursuant to this paragraph, the School Board has the right to hire attorneys and otherwise control the litigation.

(e) Force Majeure.

No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

(f) Ambiguities.

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

(g) Headings.

The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

(h) Severability.

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

(i) Governing Law; Venue.

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

(j) Full Agreement: Filing with Clerk of Circuit Court.

This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous interlocal agreements relating to the collection of educational facilities impact fees, and understandings of the parties with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Agreement and all amendments thereto shall be filed by School Board with the Clerk to the Circuit Court for Manatee County and will provide a copy to all parties hereto.

(k) Counterparts.

This Agreement may be executed in counterparts and if so executed, it shall be construed as if all signatures had been executed and appeared on a single document.

(l) Notices.

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

For the City of Bradenton

Mayor
City of Bradenton
1005 Barcarrota Boulevard

Bradenton, Florida 34205

For the County:

Chairman of the Board of County Commissioners
Manatee County Courthouse
P.O. Box 1000
Bradenton Florida 34206

For the School Board:

Chairman
The School Board of Manatee County
215 Manatee Avenue West
Bradenton, Florida 34205

With a copy to:

The Superintendent
The School Board of Manatee County
215 Manatee Avenue West
Bradenton, Florida 34205

(signature page to follow)

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

MANATEE COUNTY, FLORIDA
By: Board of County Commissioners

By:_____
Chairperson

ATTEST:

ANGEL COLONNESO,
Clerk of the Circuit Court and Comptroller

By:_____
Deputy Clerk

1885149v1
4848350v1

CITY OF BRADENTON

By:_____

ATTEST:

By:_____
City Clerk

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By:_____
By its Chairman
Chad Choate
Print Name

ATTEST:

By:_____
Superintendent

AB 08/12/2024

RG 08/12/2024

SD 08/12/2024

KP 08/13/2024

1885149v1
4848350v1

AGENDA ITEM NO. 13.4

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of Interlocal Agreement Relating to the Collection of Educational Facilities Impact Fees Between Manatee County, the City of Palmetto, and the School Board of Manatee County (No Financial Impact)

Executive Summary
Manatee County recently adopted Ordinance No. 24-22, implementing an educational facilities impact fee study for new residential development within Manatee County. The City of Palmetto desires to continue collecting these fees on the School Board's behalf prior to issuing a certificate of occupancy. The agreement formalizes the collection procedure and replaces a similar outdated agreement.

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

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

Recommendation
The Superintendent recommends approval of interlocal agreement relating to the collection of educational facilities impact fees between Manatee County, the City of Palmetto, and the School Board of Manatee County (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
ILA Collection of Impact Fees-Palmetto

INTERLOCAL AGREEMENT
RELATING TO THE COLLECTION OF
EDUCATIONAL FACILITIES IMPACT FEES

CITY OF PALMETTO, FLORIDA
MANATEE COUNTY, FLORIDA
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of the __ day of _____, 2024, by and among the City of Palmetto, a municipal corporation existing under the laws of the State of Florida (the "City"), Manatee County, a political subdivision of the State of Florida (the "County"), and the School Board of Manatee County, a body corporate created and existing under the laws of the State of Florida (the "School Board").

WHEREAS, the parties hereto wish to provide for the collection, transfer and expenditure of educational facilities impact fees in accordance with the specific restrictions and limitations set forth in Manatee County Ordinance No. 24-22 and codified as Article VII, Division 2 of Chapter 2-29 of the Manatee County Code of Ordinances (as amended from time to time, the "County Ordinance"); and

WHEREAS, the County Ordinance requires new residential construction to contribute, by the payment of educational facilities impact fees, its share of the cost of public educational facilities necessitated by such new residential construction in accordance with applicable law, including without limitation Section 163.31801 of Florida Statutes (the "Florida Impact Fee Act"); and

WHEREAS, the County Ordinance provides that educational facility impact fees are applicable countywide and shall be collected by the County in Manatee County, unless a municipality elects to collect the fees imposed within its jurisdiction; and

WHEREAS, by entering into this Agreement, the City has elected to collect and transfer educational facility impact fees for the convenience of its residents; and

WHEREAS, originals of this Agreement, upon its execution by the parties hereto shall be on file with the City, County and the School Board; and

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

WHEREAS, the City, the County and the School Board wish to enter into this Agreement to establish their mutual rights and obligations with respect to the collection and use of the proceeds of educational facilities impact fees.

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

SECTION 1. AUTHORITY

This Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapter 125, Part II of Chapter 1001, and Section 163.01 of Florida Statutes.

SECTION 2. PURPOSE AND NEED

The purpose of this Agreement is to ensure that, subject to the conditions, restrictions and limitations set forth in the County Ordinance and this Agreement, the educational facilities impact fees imposed on new residential construction within the jurisdictional boundaries of the City are collected by the City and transferred to the School Board for encumbrance and expenditure in accordance with the County Ordinance and applicable law. Further, it is intended that this Agreement will provide certain protections to the City and the County for the collection of such educational facilities impact fees by the City.

SECTION 3. DEFINITIONS

The terms, words and phrases used herein shall have the same meaning as those set forth in the County Ordinance.

SECT10N 4. REFERENCES TO COUNTY ORDINANCE

This Agreement shall be subject to and construed in accordance with the County Ordinance, The County shall provide written notice to the City of consideration by the County of amendments to the County Ordinance, and shall provide the City with a copy of any proposed amendments prior to public hearing and adoption of any such changes or modifications.

SECTION 5. DURATION/TERMINATION OF AGREEMENT

(a) Duration of Agreement.

This Agreement shall remain effective from the date of its filing with the Clerk of the Circuit Court pursuant to Section 9(j) hereof, and shall continue in effect until terminated as provided for in sub-paragraph (b) herein.

(b) Termination of Agreement.

This Agreement may be terminated by the unilateral action by any party to the Agreement; provided, however, that such termination action may only occur after the party seeking termination provides written notice in accordance with Section 9.(l) hereof to the other parties at least sixty (60) days prior to taking such action.

SECTION 6. AMENDMENTS TO THE AGREEMENT

This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved by the City, the County and the School Board, and only if properly executed by all the parties hereto.

SECTION 7. RESPONSIBILITIES OF THE CITY

(1) Pursuant to and in accordance with the County Ordinance, the City shall collect all educational facilities impact fees due from new residential construction within the City's jurisdictional boundaries, subject to the exceptions and restrictions set forth in the County Ordinance and applicable law.

(2) The amount of the educational facility impact fees shall be assessed and collected in accordance with the County Ordinance.

(4) The City shall not issue certificate(s) of occupancy for new residential construction unless the applicant has paid the required education facility impact fee in full.

(5) The City shall instruct any applicant to file with the Superintendent any requests for credits or exemptions as described in Section 2-29-90 of the County Ordinance.

(6) Pursuant to Section 2-29-87(c) of the County Ordinance, and subject to the Florida Impact Fee Act, as a collection allowance for the cost of administering and handling of such impact fees, the City shall be permitted to impose on and retain from each feepayer an administrative fee. The administrative fee shall be equal to actual costs which shall not exceed three and one-half (3½) per cent of the total educational facilities impact fee assessed over and above the amount of the impact fee collected.

(7) Upon the collection of the educational facility impact fees, they shall be segregated and held separately from all other revenues of the City. Such educational facility impact fees shall be transferred, as provided herein, to the School Board on a quarterly basis by the 15th day of the first month of each calendar quarter for those impact fees collected in the prior calendar quarter.

SECTION 8. RESPONSIBILITIES OF THE SCHOOL BOARD

(1) The School Board shall perform all functions assigned to it pursuant to the County Ordinance, including without limitation:

(a) Receipt, use of and accounting for educational facilities impact fees; and

(b) Through the School Board's Superintendent, administration of all applications directed thereto.

All such functions shall be carried out in accordance with the County Ordinance and applicable law, including without limitation the Florida Impact Fee Act.

(2) Nothing contained in this Agreement shall be construed to impose any duty or obligation upon the City to review the use of, accounting for, or administration of the educational facilities impact fees by the School Board.

SECTION 9. MISCELLANEOUS PROVISIONS

(a) Enforcement.

The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

(b) Validity.

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

(c) No General Obligation.

Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the School Board, the City, the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the

State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Agreement.

(d) Indemnification.

To the extent permitted by law, and from legally available funds, each of the parties hereto (in such context, an "indemnifying party") shall defend, indemnify and save harmless the others, their officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorneys' fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed on that party pursuant to, this Agreement.

In all other instances, to the extent allowed by law, the School Board shall defend, indemnify and hold the City and the County harmless from any loss or damage occasioned by this Agreement or the County Ordinance, including, but not limited to, any loss or damage for any claim arising from the passage, administration or enforcement of the County Ordinance by the City or the collection or transfer of the educational facility impact fees provided that such action is taken by the City, its officials, employees, or agents in good faith. In the event of litigation of such claims pursuant to this paragraph, the School Board has the right to hire attorneys and otherwise control the litigation.

(e) Force Majeure.

No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

(f) Ambiguities.

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

(g) Headings.

The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

(h) Severability.

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

(i) Governing Law; Venue.

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

(j) Full Agreement: Filing with Clerk of Circuit Court.

This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous interlocal agreements relating to the collection of educational facilities impact fees, and understandings of the parties with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Agreement and all amendments thereto shall be filed by School Board with the Clerk to the Circuit Court for Manatee County and will provide a copy to all parties hereto.

(k) Counterparts.

This Agreement may be executed in counterparts and if so executed, it shall be construed as if all signatures had been executed and appeared on a single document.

(l) Notices.

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

For the City of Palmetto

Mayor
City of Palmetto
516 8th Avenue West
Palmetto, Florida 34221

For the County:	Chairman of the Board of County Commissioners Manatee County Courthouse P.O. Box 1000 Bradenton Florida 34206
For the School Board:	Chairman The School Board of Manatee County 215 Manatee Avenue West Bradenton, Florida 34205
With a copy to:	The Superintendent The School Board of Manatee County 215 Manatee Avenue West Bradenton, Florida 34205

(signature page to follow)

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

MANATEE COUNTY, FLORIDA
By: Board of County Commissioners

By:_____
Chairperson

ATTEST:

ANGEL COLONNESO,
Clerk of the Circuit Court and Comptroller

By:_____
Deputy Clerk

NP 08/12/2024

RG 08/12/2024

SD 08/12/2024

KP 08/13/2024

1885149v1

CITY OF PALMETTO

By:_____

ATTEST:

By:_____
City Clerk

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By:_____
By its Chairman
Chad Choate
Print Name

ATTEST:

By:_____
Superintendent

1005149v1

AGENDA ITEM NO. 14.1

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of Travel Expense for School Board Members to Attend the 2024 Manatee Chamber of Commerce Planning Retreat Not to Exceed $5,000.00 (General Fund)

Executive Summary
Board Members Cindy Spray, Richard Tatem, and Gina Messenger will travel to Bonita Springs, Florida September 19-22, to attend the 2024 Manatee Chamber of Commerce Planning Retreat.

Florida Statute 1001.39 (2021) requires that when School Board members travel outside of the District and request reimbursement of travel expenses in excess of $500.00, they are required to obtain prior confirmation from the School Board that the travel is for official school board business and that it complies with the rules of the State Board of Education.

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

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

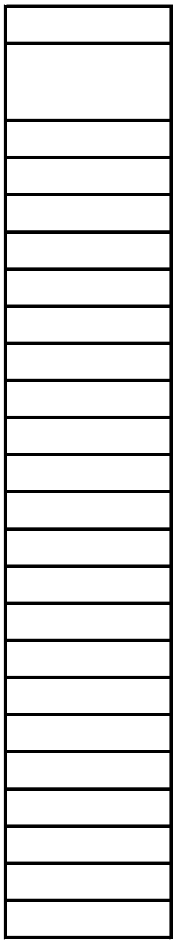
Recommendation
The School Board Approval of Travel Expense for School Board Members to Attend the 2024 Manatee Chamber of Commerce Planning Retreat Not to Exceed $5,000.00 (General Fund)

Financial Impact
The source of funds for this item is the General Fund and is included in the School Board approved budget for 2024-2025.

Contact
Submitting Department: School Board
Initiated by: Laura Cox

Attachments:
Travel Expense Worksheet-Board Chamber Retreat
2024 Chamber Conference -Registration

Travel Expense Worksheet					
Expense	# Attending	# of Nights	Per diem		
Mileage					
228	3	2	0.655	**448.02**	
Registration					
675	3			**2,025.00**	
Hotel/resort fee					
220.00	3	3		**1,980.00**	
Parking/Resort Fee					
45	3	1	0	**135.00**	
Food					
Breakfast	3	2	6.00	36.00	
Lunch	3	0	11.00	0.00	
Dinner	3	2	19.00	114.00	
				150.00	
Total Expenses Anticipated					4,738.0
					Board Work approval $5,0



2024 Chamber Planning Retreat & Leadership Conference

September 19, 2024 - September 21, 2024

You may have a secure saved credit/debit card or account that could be used to pay for **2024 Chamber Planning Retreat & Leadership Conference**. To use these secure accounts you need to login again using both your login and password. **Click here to login again**.

Contact Information * Required fields

Primary Contact: *

Laura Cox

Contact Details:

Laura Cox
School District of Manatee County
cox3L@manateeschools.net

Comments:

Summary

Name	Qty (Quantity)	Total
2024 Planning Retreat-Individual Conference Pkg: 2024 Manatee Chamber Planning Retreat - Individual Conference Package ***Description:*** *Cindy Spray*	1	$675.00
2024 Planning Retreat-Individual Conference Pkg: 2024 Manatee Chamber Planning Retreat - Individual Conference Package ***Description:*** *Richard Tatem*	1	$675.00
2024 Planning Retreat-Individual Conference Pkg: 2024 Manatee Chamber Planning Retreat - Individual Conference Package ***Description:*** *Gina Messenger*	1	$675.00
	Total Amount:	$2,025.00

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AGENDA ITEM NO. 14.2

School Board of Manatee County
August 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of Internal Audit of Payroll Department Report (No Financial Impact)

Executive Summary
During the July 25, 2024 School Board Workshop, the Internal Audit firm Carr, Riggs & Ingram presented the completed Internal Audit of Payroll Department Report. With the recommendation of the Audit Committee, the report is given to the Board for consideration of approval.

The Audit Report is attached for review.

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 Board recommends the approval of the Internal Audit of Payroll Department Report (No Financial Impact).

Financial Impact
No Financial Impact to the General Fund

Contact
Submitting Department: School Board
Initiated by: Audit Committee

Attachments:
SDMC Internal Audit of Payroll Department 2024 Report - DRAFT

School Board of Manatee County

Internal Audit of Payroll Department

June 20, 2024

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

941.747.0500
941.746.0202 (fax)
CRIcpa.com

June 20, 2024

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

Pursuant to the approved 2023/2024 internal audit plan, we hereby submit the Internal Audit of the Payroll Department. We will be presenting this report to the Audit Committee at the next scheduled meeting on July 10, 2024.

Our report is organized in the following sections:

Executive Summary	This provides a summary of the observations and testing results related to our internal audit of the Payroll Department.
Background	This provides an overview of the Payroll Department and selective department statistics.
Objectives and Approach	The internal audit objectives and focus are expanded upon in this section as well as a review of our approach.
Observations Matrix	This section provides the results of our internal audit procedures, including our recommended actions and management's responses.

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We would like to thank all those involved in assisting the Internal Auditors in connection with the internal audit of the Payroll Department.

Respectfully Submitted,

Carr, Riggs & Ingram, L.L.C.

Carr, Riggs & Ingram, LLC

Executive Summary

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Executive Summary

Overview

The School District of Manatee County has approximately 6,800 short-term and part-time employees. The General Fund budget for Salaries and Benefits for fiscal year 2024 was $408,096,950, which accounted for 63.8% of the District's General Fund expenses. The Payroll Department supports payroll processing of all school sites and departments for the District through 26 bi-weekly, or On Cycle, payroll periods. Employees are paid through direct deposit by signing up using self-enrollment. The Payroll Department also processes payments through Off-Cycle payroll processing which occurs in between the bi-weekly payroll processing for purposes such as rejected direct deposit payments or supplemental pay. The Personnel Department is responsible for setting up employees and associated salaries for contract or hourly pay employees in the PeopleSoft system. The Payroll Department is responsible for the execution of the payroll process in the PeopleSoft system by working with the various school sites and departments throughout the pay period to ensure the accuracy and completeness of pay in accordance with established pay calendars.

Objectives

The primary objective was to assess whether the system of internal controls over the payroll function is adequate and appropriate for promoting and encouraging consistent application of management's objectives including compliance with laws, rules, policies and procedures, as applicable.

Methodology

We performed a risk assessment of the Payroll Department to determine risk with associated functions. We interviewed management, reviewed available policies and procedures, and previously issued reports to develop the risk assessment and the resulting audit program. During our audit we tested the following areas within the Payroll Department:

- Policies and Procedures
- Payroll Processing
- Timecard Exceptions and Mass Approval
- Paycheck Calculations
- Supplements
- Internal Revenue Service (IRS) Payments
- Florida Retirement System (FRS) Payments
- Terminated Employee Payments
- Records Management
- Bank Reconciliations
- System Access Reviews
- Separation of Duties
- PeopleSoft System Utilization

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Testing Results and Observations

Overall, the operating controls evaluated during this internal audit related to the primary objective noted above are rated as Strong. The payroll process was determined to be operating effectively, as paychecks were accurately calculated and supported, and there is adequate separation of duties established. The Payroll Department utilizes queries to identify possible issues and anomalies that require review and corrections prior to completing the payroll runs. There was timely remittance of Internal Revenue Service Payments and Florida Retirement System Payments in accordance with regulatory guidance. Terminated employee pay was correctly calculated and supported. The established record retention schedule agrees to regulatory guidance and is being followed accordingly. Bank reconciliations are conducted timely, reviewed and approved by appropriate parties, and supported by system and bank records.

Observation ratings are a subjective evaluation of the severity of the concern and the potential impact on the operations. An observation rating of “High” represents an issue of immediate concern and could cause significant operational issues if not addressed soon. A “Moderate” rating is an issue that may also cause operational issues and does not require immediate attention but should be addressed as soon as possible. Observations given a “Low” rating could escalate into operational issues but can be addressed through the normal course of conducting business. The following is a summary of observations noted.

Ratings by Observation	Risk Rating
1. Timesheet Exception Reports	**Low**

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Background

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Background

Overview

The Payroll Department ("Payroll") is located at the Walter E. Miller School Support Center (SSC) and led by the Payroll Administrator. The Payroll Administrator reports directly to the Deputy Superintendent of Business Services. Within Payroll there are three Payroll Specialists, two Payroll Coordinators, and one Payroll Senior Specialist. Payroll supports the payroll processing of all school sites and departments for the District through 26 bi-weekly, or On Cycle, payroll periods using the PeopleSoft Human Capital management (HCM) System. Employees are paid by direct deposit through self-enrollment.

Throughout the school year and payroll process, Payroll works closely with the Personnel Department to ensure employee pay is accurate and supported. The Personnel Department is responsible for setting up employees and associated salaries for contract or hourly pay employees in the PeopleSoft system and maintaining salary supporting documentation. The Payroll Department is responsible for the execution of the payroll process in the PeopleSoft system by working with the various school sites and departments throughout the pay period to ensure the accuracy and completeness of pay in accordance to established pay calendars. Payroll is guided by Federal and State Statutes, District policies, established internal procedures, and PeopleSoft Job Aids.

There are eighteen (18) established Employee Calendars for the various positions within the District. The position of the employee dictates the calendar that is followed as the number of days and months for each position vary. The Employee Calendars are published on the District's Website. Paychecks are calculated based on the contract or hourly salary that is entered into PeopleSoft in conjunction with the Employee Calendar for the position. The District also offers additional compensation opportunities for employees through supplements. Supplements can be assigned based on certain qualifications, such as for those that have earned advanced degrees or completed advanced coursework in their field of certification. In addition, millage payments to employees are made through supplemental pay.

A wide variety of other supplements are paid to employees for longevity, recruitment and retention, extended work day, teacher supply funds, and supplements paid to teachers who are also athletic and other extracurricular activity coaches and sponsors. Supplemental pay may be entered in PeopleSoft by the Personnel Department or the Payroll Department. The type of supplement being paid determines which department has responsibility for ensuring the supplement is appropriately paid. Supporting documentation, consisting of paid employees and approval by schools or departments, are maintained as well as the ability to produce reports of supplement recipients. Supplement pay, depending on the type, is displayed as separate line items on employee paychecks.

The processing of payroll runs is driven by the Payroll Administrator who is guided by a checklist consisting of step by step instructions. The Payroll Administrator will send an initial email to District employees notifying them of upcoming payroll deadlines. The Payroll Administrator performs a number of system queries in conjunction with the checklist. These queries identify possible issues and anomalies that will need to be reviewed and corrected prior to completing the payroll run. There are daily time reporting exception reports that are distributed to the Payroll staff to review and work with assigned schools and departments to resolve prior to the final processing of payroll. A mass timecard approval process is performed by the Payroll Administrator prior to final processing of payroll. When completed, the Payroll Administrator will send an email notifying the same associates of the completion of the payroll process. As of June 15, 2024, the District has processed 151,780 checks for $321,741,377 in gross pay to 6,961 employees. This includes both On Cycle and Off Cycle checks.

The Information Technology Business Systems Analyst (BSA) will then perform a number of tasks guided by their procedures for the submission of employee pay and deductions. The BSA conducts an Accounts Payable (AP) Reconciliation to ensure that certain deductions match system generated reports. These deductions are for garnishments, retirement plans (not Florida Retirement System), charitable donations, etc. The BSA receives the Automated Clearing House (ACH) file from Payroll for employee net pay and submits to the credit union along with other supporting documentation. A wire transfer request is then sent

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to Accounting for the amount of the ACH file. The funds are sent from the District's bank concentration account via wire transfer to the credit union. Payments for deductions in the AP Reconciliation can be in the form of checks produced by the Accounts Payable Department, wire transfers conducted by the Accounting, or online payments. Supporting documentation is kept for each payroll run.

The District is considered a semi-weekly depositor by the Internal Revenue Service (IRS), and is required to deposit employment taxes for payments made on Wednesday, Thursday, and/or Friday by the following Wednesday. Deposits for employment tax payments made on Saturday, Sunday, Monday and/or Tuesday by the following Friday. Quarterly 941 filings are due by the last day of the month following the end of the quarter. The Contribution Summary for Florida Retirement System (FRS) payments must be submitted no later than 5pm EST on the fifth business day of the month to be considered timely. The BSA maintains supporting documentation for all IRS and FRS payments and filings, which include PeopleSoft system reports, submission confirmations, and payment approvals.

Off Cycle payroll runs consists of manual checks issued to employees. The Off Cycle process is guided by procedures and a checklist. Off Cycle checks are primarily for the reissuance of pay from the most recent paycheck for a number of reasons, such as possible errors or rejected direct deposit or error in pay, terminal payouts, or one time supplements that are approved after payroll runs and not included in On Cycle checks. Tax payments are made in accordance with IRS guidance, and FRS payments are included in the monthly process. Off Cycle checks are drawn from a payroll sweep account that is linked to the District's concentration account.

The Finance Department completes the monthly concentration bank reconciliation, and a review with accounting staff occurs by the third Monday of every month, chaired by the Deputy Superintendent of Business Services. The payroll bank account associated directly with the concentration account is a sweep account. Sweep accounts carry no balance and only fund when a debit or credit hits the account. This is a safety precaution as the sweep accounts are for payments, such as payroll and accounts payable. The payroll bank account is strictly for paper checks which are produced during Off Cycle payroll. At completion of the reconciliation review, the Deputy Superintendent of Business Services certifies the completion of the review of the reconciliation via memo to the Superintendent. The certification is then presented to the Board. It is noted on the certification that upon request, the cash ledger and bank statement summaries that support the "book" to "bank" amounts in the reconciliation, as well as screenshots from the PeopleSoft Treasury module are available. The certification notes that the reconciliation has been completed and if there are any variances.

The State of Florida – General Records Schedule GS1-SL for State and Local Government Agencies document outlines the record retention schedule that should be followed by State of Florida government agencies. The majority of payroll and payroll supporting documents have a retention period of 5 years. The District follows the retention schedules provided by the State. As the District has been on PeopleSoft for over 5 years, and supporting documentation has been kept digitally, payroll documentation has been kept electronically since implementation. The Property Records/Records Management Department maintains and tracks any older documents that are required by the State or instructed to store by the District's Legal Department. The *Records Management Compliance Statement* is completed each fiscal year and notes that the agency is in compliance with the State of Florida – General Records Schedule GS1-SL for State and Local Government Agencies.

The termination process starts with the completion of a Personnel Action Form (PAF) in the PeopleSoft system. The Personnel Department monitors for the submissions of PAFs in order to enter termination information and date in the system. Depending on the type of termination, employees are entitled to certain unused pay. Vacation eligible employees receive all unused vacation pay, with retired or beneficiaries of deceased employees also receiving any unused sick pay at a payout percentage based on years of service. Payroll will review the PAF and comment on the PAF the completion and date of their review. Payroll reviews the final calculation in the PeopleSoft system to ensure proper final payment and retention of the calculation documentation.

Retired and deceased employees' final payout for unused vacation and sick time are calculated by the Leave of Absence Specialist (LAS). The Retirement Specialist in the Employee Benefits Department determines the years of service and sends the information along with the retirement paperwork via email to the LAS. The Retirement Specialist obtains information on years of service from the FRS website. The

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LAS receives notification of retirements from the Retirement Specialists in the Employee Benefits Department. The LAS processes the payouts based on established Board Policies and union agreements. A Retirement Workbook in excel is used to calculate the payouts. Payouts for sick time are based on years of service and average salary over the past five years. Vacation payouts are based on unused vacation time balances at date of retirement. A package with supporting documentation is maintained for the calculated payout.

The Information Technology (IT) Department drives the PeopleSoft Semi-Annual Access Privilege Validation process. The semi-annual reviews occurs typically in October and March. Reports are generated by the Security Analyst and sent to department heads throughout the District. Status of the reviews are tracked using tickets through the District's Service Desk. The reports document the roles attached to each user, access level provided to each role, and cost centers and business unit access. The department head is instructed to review, identify, and verify current user access privileges and determine if access assigned is appropriate.

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Background - continued

Staffing

Key personnel from the Payroll Department, as well as other areas within the District, that are involved in the payroll function and related processes and assisted in the internal audit are as follows:

Title
Deputy Superintendent of Business Services
Payroll Administrator
Payroll Coordinator
Payroll Specialist
Senior Accountant
Business Systems Analyst - IT
Leave of Absence Specialist
Supervisor, Property Records/Records Management
Executive Secretary to Human Resources Chief Officer

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Objectives and Approach

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Objectives and Approach

Objectives

The primary objective was to assess whether the system of internal controls over the payroll function is adequate and appropriate for promoting and encouraging consistent application of management's objectives including compliance with laws, rules, policies and procedures, as applicable. Focus was on the control structure surrounding the Payroll Department and associated payroll processing functions.

Approach

Our internal audit approach consisted of three phases:

Understanding and Documentation of the Process

During the first phase, we held an entrance conference with key personnel involved with the Payroll Department to discuss the scope and objectives of the internal audit work, obtain preliminary data, and establish working arrangements. We reviewed the primary laws, rules and policies that govern the District's Payroll Department within the scope of this audit. We conducted interviews with management and staff and documented their respective roles in the processes. We updated our understanding of the processes and relevant controls and developed a risk based audit program.

Detailed Testing

The purpose of this phase was performance of testing procedures, based on our understanding of the Payroll Department and related payroll functions, to meet the objectives stated above. Our detailed procedures for the period July 1, 2023 through June 15, 2024 included inquiry, walkthrough and/or testing of individual transactions for the areas listed below. See Attachment A for Detailed Testing Procedures. Overall, the operating controls evaluated during this internal audit related to the procedures listed in Attachment A are rated as Satisfactory, any exceptions are noted in the Observations Matrix.

- Payroll Processing
- Timecard Exceptions and Mass Approval
- Paycheck Calculations
- Supplements
- Internal Revenue Service (IRS) Payments
- Florida Retirement System (FRS) Payments
- Terminated Employee Payments
- Records Management
- Bank Reconciliations
- System Access Reviews
- Separation of Duties
- PeopleSoft System Utilization

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Reporting

At the conclusion of our procedures, we documented our understanding of the Payroll Department and summarized our observations related to their adherence to the statues and guidelines. We conducted an exit conference with management and have incorporated management's responses into our report. We provided copies of our report to appropriate District personnel.

Observations Matrix

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Rating	Observation	Recommended Action	Management Response
Low	***1. Timesheet Exception Reports***		
	Throughout the payroll period, time reporting Supervisors review their direct reports' timesheets. As part of the process to ensure exceptions are being cleared, reports are produced daily during the payroll period for timecard exceptions. These reports are distributed via email to Payroll Coordinators and Specialists to contact and work the exceptions with their assigned schools and departments. The first exception report for the payroll period is usually sent out after the payroll run is completed for the preceding pay period. Most of the time exceptions are due to missed punches or punches out of order on timesheets by hourly employees. These are spotted and corrected the following day. There are also instances in which an employee might take vacation but also ended up working that day. The Payroll staff will contact and work on clearing the exceptions until the payroll run is completed, usually on the Tuesday after the pay period has ended. Corrections can be made by the Payroll Specialists or assigned time reviewers. Through discussion with the Payroll Administrator of the timesheet exception review process, and review of provided emails and corresponding timesheet exception reports for pay periods reviewed in this audit, exception reports are being distributed and reviewed throughout the payroll period. However, timesheet exception reports documenting any remaining exceptions just prior to the mass timecard approval process is performed is not being maintained. A report is distributed with exceptions at the start of the day, however, additional reports are not being kept to document the clearing of the exceptions throughout the final day of payroll processing and prior to the mass timecard approval process. In order to determine if exceptions were cleared prior to processing, we selected ten (10) exceptions from the February 20, 2024, *Time and Labor Exceptions Report,* which contained exceptions from the last day of the payroll period. We reviewed timesheets and paychecks in the	The Payroll Department should maintain the timesheet exceptions report prior to the mass timecard approval process to demonstrate clearing of exceptions.	**Response:** **The Payroll Department will retain the system generated timesheet exceptions report created prior to mass timecard approval process to demonstrate clearing of exceptions.** **Responsible Party:** **Payroll Administrator** **Estimated Completion Date:** **06/24/2024**

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	PeopleSoft system for corrections and clearing of exceptions. In PeopleSoft we were able to view corrections to timesheets by a Payroll Specialist or timekeeper supervisor for exceptions. For three out of ten exceptions we were not able to determine the resolution. We discussed these exceptions with the Payroll Administrator. The Payroll Administrator provided appropriate explanations and supporting documentation from the PeopleSoft system as evidence these exceptions were cleared.		

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ATTACHMENT A

Detailed Testing Procedures

Policies and Procedures

Reviewed the following documentation of the payroll processes for adequacy and to determine adherence to the policies by the District:

- Established District Payroll Policies
- Developed Payroll Department Procedures
- 2023/2024 Payroll Calendar and Deadline
- On Cycle Payroll Checklist
- Off Cycle Payroll Checklist
- Payroll Department Contact and Assignments
- IRS and FRS Reporting Procedures
- Payroll Process Procedures for Payroll Payments and Deductions

Payroll Processing

Documented the process performed for the processing of payroll by the Payroll Administrator. Obtained documentation that supports the process discussed and procedures/checklists provided.

On Cycle Payroll

Selected three (3) On Cycle Payroll Periods and tested for the following:

- Completion of *On Cycle Payroll Checklist* by the Payroll Administrator.
- Reviewed queries and documentation kept by the Payroll Administrator to support tasks on the checklist
- Obtained and reviewed email communications to the District to commence the start of the payroll process and completion of the upcoming payroll run
- Reviewed the Benefits Accounts Payable (AP) Reconciliation performed by the Business Systems Analyst for completion
- Traced the Benefits AP Reconciliation to supporting documentation such as PeopleSoft system queries
- Confirmed payments made to vendors and agencies matched for deductions on AP Reconciliations
- Obtained and reviewed Wire Transfer Form for the ACH File sent to the Bank for employee paycheck payments to ensure amounts are supported by system reports and proper approval by District staff

Off Cycle Payroll

Selected twenty (20) Off Cycle Payroll Checks and tested the following:

- Appropriateness of reason for check to be off cycle
- Supporting documentation to process the check

Timesheet Exception Reports

Selected a payroll period during the 2023/2024 school year and performed the following:

- Obtained the exception emails and reports distributed to the Payroll Specialist
- Reviewed the *Time and Labor Exception Reports* throughout the payroll period for clearing of exceptions

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- Reviewed the final day *Time and Labor Exceptions Reports* for clearing of exceptions prior the mass timecard approval process
- Selected 10 exceptions to determine if exceptions were being cleared, from the February 20, 2024 *Time and Labor Exceptions Report* and reviewed timecards and paychecks in the PeopleSoft system

Paycheck Calculations

Selected a sample of twenty (20) employees (15 new hire and 5 existing) and performed the following:

- Verified employee information (i.e. calendar code, pay class, start day, hourly rate or annual amount, days/months/hours, pay grade) in PeopleSoft is correct based on forms and other documentation provided by the Personnel Department
- Verified employee timesheet or other supporting documentation as evidence for the hours the employee worked during the first pay period
- Recalculated pay to ensure amount paid to employee on the paycheck was accurate based on supporting documentation

Supplements

Documented and reviewed support of the payment of the supplement:

- Reviewed Supplement List paid in 2023/2024 provided by the Payroll Department
- Obtained supporting documentation for a sample of supplements paid
- Compared Supplement List to other payroll testing performed throughout the audit

Internal Revenue Service Payments

Obtained 941 Quarterly filings for the 2023/2024 school year and reviewed the following:

- Timely submission of the 941 quarterly filing
- 941 quarterly balancing sheet and payments made
- IRS payment summary from the Electronic Federal Tax Payment System
- PeopleSoft tax payment reports

Florida Retirement System Payments

Selected three (3) months for the 2023/2024 school year and reviewed the following:

- Timely submission of FRS Payments
- PeopleSoft FRS Reports
- Payment Submission Verifications from FRS

Terminated Employees

Selected twenty (20) terminated employees, thirteen (13) terminated (other than retired or deceased), five (5) retired employees, and two (2) deceased employees and tested the following:

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Terminated Employees:

- Personnel Action Form (PAF) in PeopleSoft is completed in a timely manner and reviewed by the Payroll Department.
- Termination date in PeopleSoft is appropriate based on termination information in the PAF.
- Final paycheck to employee is properly calculated for remaining days and time worked.

Retired and Deceased Employees:

- Letter created to employee accurately states payout amount
- Retirement form completed to calculate amount owed to employee
- Calculation supported and amount calculated correctly
- EARLY/NORM/DISABILITY form completed with correct years of service and signed
- Years of service calculated correctly
- Average hourly rate calculated correctly

Records Management

Obtained the established Record Management Policy for the District and reviewed:

- Compliance with State of Florida – General Records Schedule GS1-SL for State and Local Government Agencies
- Submission of *Records Compliance Statement* for most recently completed year (2022/2023)
- Older documents on file to validate that the record retention is being followed based on established policy.

Bank Reconciliations

Reviewed three (3) monthly concentration bank reconciliations for the following attributes:

- Timely performance
- Appropriate review and approval by Management
- Presentment to the Board
- Supporting system and bank balances
- Reasonableness of in-transit items
- Escheatment of unclaimed property to the State

System Access Reviews and Separation of Duties

Performed the following to review system access and logical segregation of duties:

- Reviewed for completion of the PeopleSoft Semi-Annual Access Privilege Validation for Payroll Department employees
- Obtained additional reports to ensure proper separation of duties.
- Reviewed access to the credit union account to ensure it is limited to appropriate and active employees

PeopleSoft Utilization

Provided the Payroll Administrator and staff the Payroll Department PeopleSoft Questionnaire for completion.

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